County of Monterey

Government Center - Board Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Meeting Agenda - Final-Revised

Tuesday, July 1, 2025

9:00 AM

Join via Zoom at https://montereycty.zoom.us/j/224397747 or in person at the address listed above

Board of Supervisors

Chair Supervisor Chris Lopez - District 3
Vice Chair Supervisor Wendy Root Askew - District 4
Supervisor Kate Daniels- District 5
Supervisor Luis A. Alejo - District 1
Supervisor Glenn Church - District 2

Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,

2. You may observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: https://montereycty.zoom.us/j/224397747

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

1. Podrá asistir personalmente a la reunión; o,

2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: https://montereycty.zoom.us/j/224397747

O para participar por teléfono llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
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+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE

INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.
As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.
CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes “Scheduled Items,” which are noticed hearings and public hearings.
CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.
TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board’s action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.
TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.
DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.
The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.
Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

HELPFUL INFORMATION/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County Board of Supervisors

To create an Alert please Sign Up and follow the User Guide to create alerts for calendars, meeting details, agenda items and item details at the following link:

https://monterey.legistar.com/Default.aspx

If assistance is needed please contact our office at the following email: cob@co.monterey.ca.us

Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

https://monterey.legistar.com/Default.aspx

Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:

   a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
   (1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
   Employee Organization(s): All Units

   b. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
   (1) Gaspar Tavira-Estevez

   c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

10:30 A.M. - Reconvene on Public Agenda Items

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Ceremonial Resolutions

2. Adopt a resolution recognizing the accomplishments of Young Adults with Epilepsy (YAWE) and proclaiming September 7-13, 2025, as Young Adult Epilepsy Awareness Week in the County of Monterey. (Supervisor Askew)

Attachments: Ceremonial Resolution - Young Adults With Epilepsy

3. Adopt a resolution honoring Ventures in celebration of National Financial Freedom Day, July 1, 2025. (Supervisor Askew)

Attachments: Ceremonial Resolution - National Financial Freedom Day

4. Adopt a resolution designating July as Parks and Recreation Month and July 18, 2025, as Park and Recreation Professionals Day in the County of Monterey. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Parks Month

5. Adopt a resolution declaring every July as Bebe Moore Campbell National Minority Mental Health Awareness Month in Monterey County and recognizing the Village Project, Inc., for its local and statewide efforts to provide services in and to unserved or underserved communities of color. (Supervisor Askew)

Attachments: Ceremonial Resolution - Bebe Moore Campbell Minority Mental Health Awareness Month

6. Adopt a resolution to recognize and honor Ramon “Ray” Melendez upon his retirement as Librarian II, Support Services Manager, after 38 years of exemplary service to Monterey County Free Libraries (MCFL). (Supervisor Askew)

Attachments: Ceremonial Resolution - Ramon "Ray" Melendez Retirement

7. Adopt a resolution recognizing Esther Hobbs for her outstanding leadership and advocacy in advancing women’s rights and empowerment through her work with the women’s march Monterey Bay. (Supervisor Askew)

Attachments: Ceremonial Resolution - Esther Hobbs

Appointments

8. Appoint William “Bill” Sherrod to Military and Veterans Affairs Advisory Commission representing District 5 with a term expiration date on July 1, 2028. (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - William "Bill" Sherrod
Bio - William "Bill" Sherrod
Resume - William "Bill" Sherrod

9. Appoint Richard Stevens to Military and Veterans Affairs Advisory Commission representing District 4 with a term expiration date on July 1, 2028. (District Specific - District 4, Supervisor Askew)

Attachments: Notification to Clerk of Appt - Richard S Stevens
Bio - Richard S Stevens
Resume - Richard S Stevens

10. Reappoint Ana Vargas to the Community Action Commission representing District 3 with a term end date of July 1, 2028. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Ana Vargas
Application - Ana Vargas
Resume - Ana Vargas_Redacted
Letter of Interest - Ana Vargas

11. Appoint Elizabeth Hall to the Fish & Game Advisory Commission representing District 1 as a Primary Representative with a term end date of February 1, 2028 (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Elizabeth Hall
Application - Elizabeth Hall
Resume - Elizabeth Hall

Approval of Consent Calendar – (See Supplemental Sheet)

12. See Supplemental Sheet

General Public Comments

13. General Public Comments

Scheduled Matters

14. Receive the 2024 Annual County of Monterey Crop & Livestock Report from the Agricultural Commissioner’s Office.

Attachments: Board Report

15. a. Review the findings and recommendations of the 2024-2025 Monterey County Civil Grand Jury (CGJ) report titled "*Road Safety in Monterey County: Where to report a problem*"; and,
b. Consider draft response to the above-referenced 2024-2025 Civil Grand Jury report; and,
c. Order the Board's response to be filed with the Presiding Judge of the Superior Court.

Attachments: Board Report
A: Draft BoS Response to Road Safety in Monterey County
B: Memo from PWFP
C: CGJ Rpt re Road Safety in Monterey County

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

16. Authorize and direct the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the County Administrative Office, Other General Expenditures (001-1050-CAO014-8039), to increase appropriations by $1,425,000, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034), for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH) (4/5ths vote required).

Attachments: Board Report
Resolution
Attachment A – State of California Department of State Hospitals
Department Letter 23-003

17. PLN210061 - JOHNSON HAL W JR & ALLISON H
Public hearing to consider an appeal of the Monterey County Planning Commission's decision to allow construction of a 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage and associated site improvements; approximately 3,095 square feet of development on slopes in excess of 30%, 500 square feet of which is for the residence and 2,611 for the associated site improvements; removal of four protected trees; development within 50 feet of a coastal bluff; and development within 750 feet of known archaeological resources.
Project Location: 226 Highway 1, Carmel, Carmel Area Land Use Plan, Coastal Zone
Proposed California Environmental Quality Act ("CEQA") action: Adopt a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074 and adopt a Mitigation Monitoring and Reporting Plan.

Attachments: Board Report
Attachment A - Discussion
Attachment B - Draft Resolution
Attachment C - Clarified-Amplified Initial Study & Mitigated Negative Declaration
Attachment D - Notice of Appeal
Attachment E - Planning Commission Resolution No. 25-013
Attachment F - Carmel Unicorporated-Highlands LUAC Meeting Minutes
Attachment G - Compiled Public Comments
Revised Attachment G - Compiled Public Comments (ADDED VIA SUPPLEMENTAL)
Attachment H - Vicinity Map
Item No 17 Presentation

18. Conduct a Public Hearing to Collect Delinquent Fees for Solid Waste Collection and:
a. Hear any objections or protests of landowners liable to be assessed for delinquent fees, as indicated on the report of delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees in the amount of $1,941,822.75 (Attachment A); and
b. Make revisions or corrections to the report as the Board of Supervisors deems just, and to thereafter; and
c. Adopt a resolution to:
i. Confirm the report of delinquent solid waste hauling fees for the unincorporated area as identified in the "Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area"; and
ii. Authorize the delinquent solid waste hauling fees, as set forth in the confirmed report, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
iii. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

Attachments: Board Report
Resolution
Report of 2023-2024 Delinquent Accounts

18.1 a. Receive an update from the Auditor Controller related to State Disability Insurance Withholdings; and,
b. Direct staff to return to the Board with an update in August 2025. (ADDED VIA ADDENDA)

Other Board Matters

Referral Matrix and New Referrals

19. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

County Administrative Officer Comments

20. County Administrative Officer Comments

Board Comments

21. Board Comments

Read Out from Closed Session by County Counsel

Read out by County Counsel will only occur if there is reportable action(s).

Adjournment

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

Attachments: 2025 Board of Supervisors Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

22. a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding $132,988 for a revised total not to exceed amount of $2,100,988 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($70,000) of the original contract amount and do not increase the total contract amount above $2,170,988.

Attachments: Board Report
UCSF Dept of Pediatrics Neonatology Services Amendment 4
UCSF Dept of Pediatrics Neonatology Sevices Amendment 3
UCSF Dept of Pediatrics Neonatology Services Amendment 2
UCSF Dept of Pediatrics Neonatology Services Amendment 1
UCSF Dept of Pediatrics Neonatology Services Agreement

23. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, with no changes to the agreement term of July 1, 2021 through June 30, 2026, and adding $200,000 for a revised total agreement amount not to exceed $650,000.

Attachments: Board Report
Paragon Mechanical Amendment No. 2
Paragon Mechanical Amendment No. 1
Paragon Mechanical Inc Agreement

24. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with MealSuite, Inc. for food service software services at NMC for an amount not to exceed $41,364 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

Attachments: Board Report
MealSuite Inc Agreement

25. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with US Foods, Inc for blueprint menu management system software services at NMC for an amount not to exceed $17,878 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract terms within the agreement.

Attachments: Board Report
US Foods Inc Agreement

26. a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with Mitchell D. Cahn, M.D. to provide vascular surgery services at NMC for an amount not to exceed $600,000 for the period August 1, 2025 to June 30, 2027; and
b. Authorize the CEO for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($60,000) of the original contract amount and do not increase the total amount above $660,000.

Attachments: Board Report
Mitchell Cahn MD Agreement

27. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Program Letter of Agreement with Katherine Healthcare LLC for Resident rotations at no cost with an agreement term retroactively from February 15, 2025 through February 14, 2030.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard insurance provisions within the agreement.

Attachments: Board Report
Program Letter of Agreement with Katherine Healthcare LLC

28. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-16532) with Triage LLC (formerly RTG MSP Medical, LLC dba RTG Medical) for staff procurement management services, extending the Agreement an additional one (1) year period (August 1, 2025 through July 31, 2026) for a revised full Agreement term of August 1, 2023 through July 31, 2026, and adding $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

Attachments: Board Report
Triage LLC Amendment No. 2
RTG Medical MSP, LLC. dba RTG Medical Amendment No. 1
RTG Medical MSP, LLC. dba RTG Medical Business Association Agreement (BAA)
RTG Medical MSP, LLC. dba RTG Medical Agreement.pdf

29. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with AE & Associates, LLC for medical billing coding, audits, onsite training, and remote coding support services at NMC, for an amount not to exceed $250,000 with an agreement term August 1, 2025 through July 31, 2028.
b. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than 10% ($25,000) of the original cost of the agreement, for total contract liability of ($275,000).

Attachments: Board Report
AE& Associates, LLC Business Associate Agreement (BAA)
AE & Associates, LLC Agreement

Health Department

30. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to the Standard Agreement with Dragonfly Forward, LLC for evaluation, professional learning, and capacity building activities under the MHSSA grant and increase funds in the amount of $228,800 for Fiscal Year 25-26 and $30,800 for Fiscal Year 26-27 for a total Agreement amount not to exceed $1,830,400 for the term of February 6, 2024 through August 30, 2026;
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to the agreement that do not exceed 10% ($183,040) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $2,013,440.

Attachments: Board Report
Amendment No.2
Amendment No.1
Standard Agreement

31. a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement between the County of Monterey and Central Coast Overdose Prevention (CCODP), for the provision of mobile outreach and treatment services for FY 2025-26 ($682,620) and FY 2026-27 ($682,620) for a total Agreement amount not to exceed $1,365,240 for the term of July 1, 2025 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($136,524) of the original Agreement amount, do not

significantly alter the scope of services, and do not increase the total not to exceed amount over $1,501,764.

Attachments: Board Report
Agreement

32. a. Approve and authorize the Director or Health Services or designee to execute a non-standard Professional Services Agreement with Action Council of Monterey County, Inc. to receive funding to rewrite the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast Project in the amount of $33,600 for a term upon execution to through June 30, 2026; and
b. Approve the recommendation of Director of Health Services to accept all non-standard provisions in Agreement, to include indemnification; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($3,360) of the original Agreement amount, do not significantly alter the scope of services, and do not exceed the maximum amount of $36,960; and
d. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Agreement

33. a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement with the Neurosequential Model Network, LLC to provide education to behavioral health psychologists in the Neurosequential Model of Therapeutics and to provide access to the clinical assessment tool developed by NMN in the amount of $32,000 for FY 2024-25; $12,000 for FY 2025-26; and $6,000 for FY 2026-27 for a total Agreement amount not to exceed $50,000 for the term beginning upon the date of execution through December 31, 2027; and
b. Accept the recommendation of the Director of Health Services or designee regarding modifications to the 'Insurance Requirements' and 'Royalties and Inventions' provisions in the Agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to the agreement that do not exceed 10% ($5,000) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $55,000.

Attachments: Board Report
Standard Agreement

34. Approve a Resolution to add participating jurisdictions for the Used Oil Payment Program from CalRecycle with the County of Monterey as the lead agency.

Attachments: Board Report
Resolution

35. a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing, for the purpose of providing supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics, for a term retroactive to May 31, 2025 through July 31, 2027, for a total Agreement amount of $750,000; and
b. Approve the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($75,000) of the Agreement amount, do not significantly alter the scope of services, and do not exceed the maximum amount of $825,000; and
c. Authorize the Director of Health Services or designee to approve Amendments to add Classifications and pay rates, as needed, so long as there are no changes to either the term of the Agreement or the revised not to exceed amount of $825,000.

Attachments: Board Report
Agreement

Criminal Justice

36. ~~a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, effective July 1, 2025 through June 30, 2026, not to exceed $251,127; and~~
~~b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($25,113) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $276,240.~~ (REMOVED VIA SUPPLEMENTAL)

Attachments: Board Report
FY 25-26 SA with Turning Point for Employment Services
Exhibit A - Scope of Services Emp Srvcs_clean
Exhibit B
Exhibit C

37. a. Approve and authorize the Public Defender, Assistant Public Defender, or designee to execute a Standard Agreement with Step Up on Second Street, Inc. for $1,000,000 to provide Board of State and Community Corrections Proposition 47 Cohort IV grant funded housing services in Monterey County, with a term of July 1, 2025, through June 30, 2028; and
b. Authorize the Public Defender, Assistant Public Defender, or designee to execute up to five (5) future amendments to this Agreement, where the amendments do not alter the not-to-exceed of $1,000,000 and do not significantly alter the scope of work.

Attachments: Board Report
Attachment A_Step Up on Second Street Inc_Prop 47 Cohort IV
Attachment B-Completed Board Order No. A-17152

General Government

38. a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $93,326.49 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

Attachments: Board Report

39. a. Authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to accept grant funds in the total amount not to exceed $1,998,840 from the Governor's Office of Service and Community Engagement / California Volunteers, to serve a total of 90 young adult participants from 18-30 years of age; and
b. Authorize the Executive Director to sign the services agreement to receive the grant from the Community Engagement/ California Volunteers effective retroactive to May 28, 2025, for the period from July 1, 2025, through December 31, 2026

Attachments: Board Report
JP2004-GF1 County of Monterey

40. In its role as the Chief Elected Official of the local Monterey County workforce development area:
a. Approve the Workforce Innovation and Opportunity Act (WIOA) Four-Year Plan for the North Central Coast Regional Planning Unit to incorporate changes required by the California Workforce Development Board (CWDB);
b. Approve the WIOA Four-Year plan for the Monterey County local workforce development area to incorporate changes required by the CWDB;
c. Authorize the Chair of the Board of Supervisors, on behalf of the Chief Elected Official, and the Chair of the Workforce Development Board, to sign the Monterey County Local Plan, as required by the CWDB; and
d. Authorize submittal of the North Central Coast Regional Plan and the Monterey County Local Plan to the CWDB.

Attachments: Board Report
Monterey County Workforce Development Board Local Plan 2025-2028
Regional Plan for the North Central Coast RPU 2025-2028

40.1 a. Approve and authorize advanced step placement for Eric Bixler at Step 7 of the Chief Deputy Sheriff salary range effective July 7, 2025, in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.5. (ADDED VIA ADDENDA)

Attachments: Board Report

Housing and Community Development

41. Consider adopting a resolution to:
a. Approve and adopt the Land Use Fee Waiver Process, Code Enforcement Priority Process Policy, and Fire Recovery Guidelines Policy for inclusion in the Board Policy Manual; and
b. Provide direction to staff as appropriate.

Attachments: Board Report
Attachment A - G-260 HCD Fee Waiver Policy
Attachment B - G-265 Code Enforcement Policy
Attachment C - G-268 Priority fire recovery Policy

42. a. Approve a Memorandum of Understanding (MOU) between the County of Monterey (County) and the City of Greenfield (City) regarding installation and use of flock safety cameras by the City within the County's Right of Way"; and
b. Authorize the Director of Public Works, Facilities, and Parks to execute the Memorandum of Understanding.
Project Location: Locations; Near City of Greenfield (See Attachment A-Exhibit A).

Attachments: Board Report
Attachment A - City of Greenfield Resolution #2025-22

Public Works, Facilities and Parks

43. a. Approve submittal of a grant application under the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Authorize the Director of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation to secure these funds; and
c. Direct PWFP to return to the Board for approval prior to acceptance of grant award.

Attachments: Board Report
Attachment A - Location Map

Addenda/Supplemental

44. Addenda/Supplemental

Added a revised attachment titled "Revised Attachment G - Compiled Public Comments" to Item No. 17 under Scheduled Matters

Added Item No. 18.1 under Scheduled Matters

Removed Item No. 36 under Criminal Justice - Consent

Added Item No. 40.1 under General Government - Consent

Introduced: 6/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units

b. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
(1) Gaspar Tavira-Estevez

c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

County of Monterey

Board Report

Legistar File Number: CR 25-100

Item No.2

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/9/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the accomplishments of Young Adults with Epilepsy (YAWE) and proclaiming September 7-13, 2025, as Young Adult Epilepsy Awareness Week in the County of Monterey. (Supervisor Askew)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution recognizing the accomplishments of **Young Adults with Epilepsy (YAWE)** and proclaiming **September 7–13, 2025**, as **Young Adult Epilepsy Awareness Week** in the County of Monterey.

WHEREAS, epilepsy is a neurological condition that affects 1 in 26 people in their lifetime, with young adults facing distinct challenges during their transition to independence; and

WHEREAS, young adults living with epilepsy may experience seizures, medication side effects, and social stigma that significantly impact their mental health, education, employment, and quality of life; and

WHEREAS, Young Adults with Epilepsy (YAWE) was founded in Monterey County to address an unmet need for support, advocacy, and community among young people living with epilepsy; and

WHEREAS, YAWE provides vital services—including peer support, mental health resources, creative educational content, and workshops—that foster independence, confidence, and a sense of belonging among young adults navigating life with epilepsy; and

WHEREAS, YAWE's programs promote empowerment for individuals and families, address health equity gaps, and cultivate resilience within a population often overlooked in traditional healthcare and support systems; and

WHEREAS, YAWE through community events such as the Walk 4 Epilepsy Monterey, Tee Off for Epilepsy Golf Tournament, Mental Health & Epilepsy Symposium, and the Tides of Hope Gala, has educated hundreds of families, providers, and policymakers on the complex realities faced by young adults with epilepsy; and

WHEREAS, Young Adult Epilepsy Awareness Week offers a dedicated opportunity to raise awareness, foster support, and celebrate the strength and perseverance of young adults living with epilepsy—culminating in the Walk 4 Epilepsy event on September 13 at the Monterey YMCA

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes the accomplishments and continued impact of **Young Adults with Epilepsy (YAWE),** and proclaims **September 7–13, 2025**, **as Young Adult Epilepsy Awareness Week** in Monterey County.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____

County of Monterey

Board Report

Legistar File Number: CR 25-108

Item No.3

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/18/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Ventures in celebration of National Financial Freedom Day, July 1, 2025. (Supervisor Askew)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution honoring **Ventures** in celebration of **National Financial Freedom Day**, **July 1, 2025**.

WHEREAS, National Financial Freedom Day, observed annually on July 1st, celebrates the principles of economic empowerment, financial independence, and equitable opportunity for all individuals to thrive regardless of background or circumstance; and

WHEREAS, the **Equal Credit Opportunity Act of 1974 (ECOA)** serves as a foundational legal safeguard, prohibiting credit discrimination based on race, color, religion, national origin, sex, marital status, age, or receipt of public assistance—reinforcing that economic opportunity must be inclusive and accessible to every American; and

WHEREAS, Ventures is proudly celebrating 35 years of bold, intentional work to create a shared and prosperous economic future in which one's zip code, race, gender, or immigration status does not dictate income or wealth; and

WHEREAS, Ventures has remained steadfast in advancing solutions, economic and political knowledge, community power, and mutual prosperity, creating pathways to economic freedom for individuals historically excluded from financial systems and resources; and

WHEREAS, at the core of **Ventures**' mission is a deep and unwavering commitment to honoring community members' dignity, self-determination, and lived experience, ensuring that their voices are uplifted in the design and delivery of programs and services; and

WHEREAS, Ventures' work is explicit and intentional in centering racial and gender equity, dismantling systemic barriers and reshaping the narrative of financial empowerment through justice-focused programming; and

WHEREAS, since July 2024, **Ventures'** impact in Monterey County has included serving 440 individuals through the *Familias Con Más* program, offering 244 personalized one-on-one financial coaching sessions, delivering 20 online "Financial Fit" workshops, and providing a vital financial safety net to 60 families through the Alas program.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents thereof, hereby recognizes **Ventures** for its decades-long commitment to equitable financial empowerment and celebrates its legacy and ongoing impact in advancing economic justice in alignment with the values of **National Financial Freedom Day, July 1, 2025.**

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-105

Item No.4

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution designating July as Parks and Recreation Month and July 18, 2025, as Park and Recreation Professionals Day in the County of Monterey. (Supervisor Lopez)

Before the Board of Supervisors
County of Monterey, State of California

Resolution 25-____

Adopt a Resolution designating ***July as Parks and Recreation Month and July 18, 2025, as Park and Recreation Professionals Day in the County of Monterey***	)))

WHEREAS, Parks and recreation are an integral and fundamental component to the well-being of communities throughout the country, including in the County of Monterey;

WHEREAS, Parks encourage physical activities by providing space for popular sports, hiking trails, and many other recreational venues that promote active lifestyles;

WHEREAS, Parks allow area residents to escape to unique outdoor settings, where they can commune with nature and slow down and de-stress from the rigors of modern life, which positively impacts mental health by increasing cognitive performance and well-being as well as alleviating illnesses, such as depression, attention-deficit disorders, and Alzheimer's;

WHEREAS, Parks help preserve the natural environment and ecology essential to the viability of area plants and wildlife;

WHEREAS, Parks are attributed with improving a community's economic prosperity through increased tourism, improved property values, expansion of the local tax base, attraction and retention of businesses, and crime reduction;

WHEREAS, in 1985, the National Recreation and Park Association launched Park and Recreation Month as a way to celebrate the wonderful parks of our nation and the recreational activities that place in all communities; and

WHEREAS, the year 2025, marks the 40th Anniversary of National Park and Recreation Month with the theme of "Build Together, Play Together"; and

WHEREAS, in 2019, the Pennsylvania Recreation and Parks Society created Park and Recreation Professionals Day as a statewide celebration, and since that time, many cities, counties and states have proclaimed the third Friday in July as Park and Recreation Professionals Day; and

WHEREAS, in 2009, the United States House of Representatives designated July as National Park and Recreation Month; and

WHEREAS the County of Monterey recognizes the great benefits derived from our County Parks and Lakes and recreation resources and extends its thanks to our County Parks and Lakes Professionals who work daily to maintain and preserve these valuable resources.

NOW, THEREFORE, BE IT RESOLVED THAT the County of Monterey Board of Supervisors do hereby proclaim the month of July 2025, as Parks and Recreation Month and July 18, 2025 as Park and Recreation Professionals Day, in the County of Monterey and encourages all its residents to visit and acquaint themselves with our wonderful County Parks and Lakes and reap the benefits that they contribute to our health and quality of life.

PASSED AND ADOPTED on this day of July 1, 2025, by roll call vote:

AYES:

NOES:
ABSENT:
(Government Code 54943)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on July 1, 2025.

Dated: July 1, 2025,
File ID: RES 25-
Agenda Item:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-106

Item No.5

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution declaring every July as Bebe Moore Campbell National Minority Mental Health Awareness Month in Monterey County and recognizing the Village Project, Inc., for its local and statewide efforts to provide services in and to unserved or underserved communities of color. (Supervisor Askew)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution **declaring every July as Bebe Moore Campbell National Minority Mental Health Awareness Month in Monterey County** and recognizing the **Village Project**, **Inc**., for its local and statewide efforts to provide services in and to unserved or underserved communities of color.

WHEREAS, in May 2008, inspired by the actions of the late renown African American Author and Mental Health Activist Bebe Moore Campbell, the U.S. House of Representatives declared the month of July as **Bebe Moore Campbell National Minority Mental Health Awareness Month**; and

WHEREAS, Bebe Moore Campbell focused much of her advocacy on developing culturally affirming strategies and programs to greatly reduce stigma regarding mental health treatment among African Americans and other people of color; and

WHEREAS, Bebe Moore Campbell co-founded the Urban Los Angeles Chapter of NAMI, and as a result, became a change agent and revolutionized ways in which mental health is approached in communities of color as evidenced by the creation of the statewide multi-agency collaborative called the California Reducing Disparities Project (CRDP); and

WHEREAS, The Village Project, Inc., headquartered in Seaside, Monterey County, since its founding the same year as the start of **Bebe Moore Campbell National Minority Mental Health Awareness Month,** 2008, has diligently and effectively reduced stigma in African American and other communities of color in the vein of Bebe Moore Campbell's activism and advocacy through its culturally affirming and effective provision of services; and

WHEREAS, The Village Project, Inc., through its ongoing Lucille Hralima Mental Health Education Series and, currently, through a youth-led youth-organized program called "MindShift" sends specially trained Youth "Mental Health Ambassadors" into schools to talk about mental health and reduce stigma among their peers; and

WHEREAS, The Village Project, Inc., introduced Monterey County to the term "Community Defined Practices" as a means of gaining respect for the healing practices within communities of color and advocating for those practices to become more widely accepted.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents thereof, hereby declares **every July as Bebe Moore Campbell National Minority Mental Health Awareness Month** in Monterey County and recognizes **The Village Project, Inc**. for its local and statewide efforts to provide services in and to unserved or underserved communities of color.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-107

Item No.6

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution to recognize and honor Ramon “Ray” Melendez upon his retirement as Librarian II, Support Services Manager, after 38 years of exemplary service to Monterey County Free Libraries (MCFL). (Supervisor Askew)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution to recognize and honor **Ramon "Ray" Melendez** upon his retirement as Librarian II, Support Services Manager, after 38 years of exemplary service to Monterey County Free Libraries (MCFL).

WHEREAS, Ramon "Ray" Melendez began his distinguished career with Monterey County Free Libraries (MCFL) in 1987 and, for the past 36 years, has faithfully served as the supervisor and manager of the Support Services Team at the Administrative Offices; and

WHEREAS, throughout his tenure, **Ray Melendez** has performed an expansive range of responsibilities, including Interlibrary Loan (ILL), Physical Processing, Cataloging, Delivery, Car Maintenance, and Circulation—executing each duty with diligence, integrity, and excellence; and

WHEREAS, Ray Melendez has consistently gone above and beyond the call of duty, often arriving early, working late, or coming in on weekends to ensure that materials were cataloged, processed, and delivered on time rain or shine, thereby sustaining seamless access to vital library resources for the residents of Monterey County; and

WHEREAS, an unwavering dedication made **Ray Melendez** an essential member of numerous library teams and committees, including the Support Services Team, the Circulation Team, Collection Development, Technology Team, and the MOBAC Interlibrary Loan Committee; and

WHEREAS, Ray Melendez has shared his considerable knowledge and expertise generously, providing guidance and instruction on Interlibrary Loan services, Library by Mail, and WorldShare ILL systems to libraries and personnel within MCFL, throughout the MOBAC consortium, and beyond; and

WHEREAS, Ray Melendez played a critical role in the successful planning and implementation of multiple Integrated Library System (ILS) migrations, ensuring operational continuity and modernized access to library services across the system; and; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents thereof, hereby recognizes and honors **Ramon "Ray" Melendez** upon his retirement and expresses its deepest gratitude for his extraordinary contributions, steadfast commitment, and unwavering passion for library services; and

BE IT FURTHER RESOLVED, that **Ray Melendez**'s legacy will long endure in the pages of Monterey County's library history, and he shall be remembered as a trailblazer, mentor, and pillar of the Monterey County Free Libraries system.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-104

Item No.7

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Esther Hobbs for her outstanding leadership and advocacy in advancing women's rights and empowerment through her work with the women's march Monterey Bay. (Supervisor Askew)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution recognizing **Esther Hobbs** for her outstanding leadership and advocacy in advancing women's rights and empowerment through her work with the women's march Monterey Bay.

WHEREAS, Esther Hobbs has demonstrated extraordinary leadership and unwavering commitment to advocating for women's rights and empowerment, serving as an inspiration to countless individuals in her community; and

WHEREAS, Esther Hobbs holds the esteemed position of Chair of the Women's March Monterey Bay, tirelessly advancing the mission and goals of this vital organization under the broader umbrella of Women's March California; and

WHEREAS, Esther Hobbs has been the driving force behind the Monterey Bay Women's March since 2016, taking on the role of lead organizer with unparalleled dedication, bringing together people of diverse backgrounds to unite in support of equality and justice; and

WHEREAS, Esther Hobbs through her visionary efforts, has successfully organized impactful events that foster community solidarity, spark meaningful dialogue, and amplify the voices of women to create tangible, positive change; and

WHEREAS, Esther Hobbs passion and tireless work have inspired others to join the movement, empowering women to become advocates, allies, and leaders in their own right; and

WHEREAS, Esther Hobbs contributions to the Women's March Monterey Bay and her relentless advocacy for gender equity exemplify the highest ideals of civic engagement and serve as a beacon of hope and progress for future generations;

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes and celebrates **Esther Hobbs** for her extraordinary achievements, steadfast leadership, and dedication to the advancement of women's rights, and for her profound and lasting impact on the Monterey Bay community and beyond.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: APP 25-094

Item No.8

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint William “Bill” Sherrod to Military and Veterans Affairs Advisory Commission representing District 5 with a term expiration date on July 1, 2028. (District Specific - District 5, Supervisor Daniels)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Military and Veterans Affairs Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the (Name of the Board, Commission or Committee): Military and Veterans Affairs Advisory Commission

Nominated by (Supervisor/District and or Association): District 5 Supervisor Daniels

Representing (Primary, Alternate, At Large, Community Organization, etc.): District 5

Nominated Appointee:

Name: William "Bill" Sherrod

Address: [redacted]

Telephone number(s):
Cell: [redacted]
Home
Business

Email: [redacted]

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Phil Butler

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: As soon as possible Expiration Date:

United States Navy
Biography

Captain Bill Sherrod, Ed.D.
U.S. Navy (Retired)



Captain William 'Bill' Sherrod is a 1994 graduate from Jacksonville University in 1994 with a Bachelor of Arts in Communications and his commission through the Naval Reserve Officer Training Corps. In 1999, Captain Sherrod redesignated to Naval Aviation and completed flight training, earning his Wings of Gold in 2000. He holds a Master of Arts in National Security Affairs from the Naval War College, College of Naval Warfare, and a Doctor of Education in Organizational Change and Leadership from the University of Southern California.

Captain Sherrod served operational assignments as a Surface Warfare Officer aboard USS Gonzalez (DDG 66) as *Plankowner* First Lieutenant and as Auxiliaries Officer and aboard USS Shamal (PC 13) as Operations Officer and Navigator where he deployed in support of Special Operations Command South and Joint Interagency Task Force-East conducting counter-narcotrafficking operations.

As a Naval Aviator flying the SH-60B Seahawk, he served in Helicopter Anti-Submarine Squadron Light (HSL) 46 and embarked helicopter detachments deployed on USS Dewert (FFG 45) as Air Operations in support of NATO's Standing Naval Force Atlantic, on USS Vella Gulf (CG 72) as Maintenance Officer deployed in support of Operation Iraqi Freedom as part of the USS George Washington Carrier Strike Group, and on USS Winston S. Churchill (DDG 81) as Officer in Charge supporting US-UK Joint Maritime Course. Captain Sherrod reported to (HSL 44) for his department head tour where he served as squadron Training Officer, Operations Officer, and conducted humanitarian assistance operations in response to Hurricane Katrina. He deployed as Officer-in Charge embarked USS Hue City (CG 66) where he served as Helicopter Element Coordinator for Combined Task Group 150.1 and Naval Special Warfare-led Task Force Hook conducting Maritime Security Operations and armed helicopter/maritime search and rescue in support of Joint Task Force Lebanon contingency operations.

In 2010, Captain Sherrod was selected for Aviation Command. He served as Executive Officer and Commanding Officer of HSL-49 where he led the manning, training, equipping, and preparation of 13 expeditionary helicopter detachments. Under his leadership, HSL-49 earned the Sikorsky Golden Wrench for maintenance excellence and subsequently received a Meritorious Unit Commendation. Following his command tour, Captain Sherrod served as Navigator on USS Carl Vinson (CVN 70) and led a 10-month deployment safely navigating over 60,000 NM and sustaining 180 days of combat operations from the Northern Arabian Gulf. In 2015, Captain Sherrod was selected for Aviation Major Command and served as the Executive Officer and Commanding Officer on USS Somerset (LPD 25) where he conducted deployed amphibious operations in Third, Fifth, and Seventh Fleets to include National Mission Force raids against foreign terrorist organizations.

Ashore, Captain Sherrod served at US Special Operations Command as a Joint Concepts Planner leading development of the *Capstone Concept for Joint Operations* and the *Irregular Warfare Joint Operating*

Concept 2.0. He deployed as the Chief of Operations for Joint Task Force, Balad, Iraq coordinating support for over 300 high-risk National Mission Force direct-action counter-terrorism missions.

Additionally, he served as a policy analyst assigned to Commander, Naval Air Forces Pacific. Captain Sherrod assumed command Naval Support Activity Lakehurst in July 2019 and concurrently served as Joint Base McGuire Dix Lakehurst Deputy Commander – Navy where his leadership across a broad range of support activities on a 42,000-acre tri-service installation with $3.5B in real property assets supporting over 53,000 personnel assigned to the Air Force Expeditionary Center, five Air Force Wings, and 88 mission partners garnered consecutive Air Force Outstanding Unit awards.

Captain Sherrod reported to the Naval Postgraduate School in July 2021 where he served as the Director, President's Action Group, and the Deputy Director (Navy) Naval Warfare Studies Institute, Director, Office of Strategic Initiatives, Assistant Chief of Staff for Aviation Activities, and the Air Warfare Chair prior to assuming duties as Chief of Staff and Commanding Officer, Military Staff Element.

Captain Sherrod is authorized to wear the Legion of Merit, Defense Meritorious Service Medal, Meritorious Service Medals, and several Navy/Marine Corps Commendation Medals, Joint Service Achievement Medals, and Navy/Marine Corps Achievement Medals.

Captain Sherrod is married to the former Sarah Elizabeth Dixon, a Navy helicopter pilot who continues to serve as the Executive Officer of a Navy Reserve Unit. He is the proud father of three daughters, Aubrey, Anna, Madison, and one hyper-active Labrador retriever, Smith.

Captain William ‘Bill’ Sherrod, EdD, U.S. Navy (Retired)

A seasoned higher education leader with over 15 years of expertise in national security, strategy, and joint operations across aviation, maritime, special operations, and installation management. A dedicated and results-driven professional known as a strong administrator, effective instructor, and impactful mentor.

EDUCATION

Doctor of Education (EdD) in Organizational Change and Leadership 2021

University of Southern California, Rossier School of Education

Master of Arts (MA) in National Security and Strategic Studies 2008

U.S. Naval War College, College of Naval Warfare

Bachelor of Arts (BA) in Communications 1995

Jacksonville University

PROFESSIONAL EXPERIENCE

Founder / Principal, Trident Advisory Group, LLC JAN 2024 – Present

Launched a boutique strategy, consulting, and leadership coaching firm with an on-call talent network.

Strategic advisor to an early-stage venture capital firm and a regional economic development non-profit organization. Change management consultant to a major university marine research center.

Chief of Staff, Naval Postgraduate School AUG 2021 – DEC 2023

Directed the Navy's primary graduate education institution, overseeing a +$100M annual operating budget; supervised administration, safety, security, legal, inspector general, and public relations.

Detailed as Associate Dean to Graduate School of Business, immediately tapped to serve as principal advisor to the President, leading strategy development and organizational change; coordinated a whole-of-institution transformation across 13 faculty-staff working groups to create a $6.5M savings.

Established the Office of Strategic Initiatives; authored the Naval Postgraduate School Vision and Strategic Framework. Lead university spokesperson briefing senior executives, flag leaders, and corporate executives. Forged the first-of-its-kind partnership agreement with Stanford University.

Served as Air Warfare Chair, community advisor and mentor to in-resident aviation students. Led the development of specialized stackable graduate education certificates. Coordinated curriculum design and resource alignment in under six months to support a 100-student cohort.

Commanding Officer, Naval Support Activity Lakehurst, NJ JUL 2019 – JUL 2021

Concurrently served as Deputy Joint Base Commander-Navy, Joint Base McGuire Dix Lakehurst, overseeing Air Force-led Medical Group, Civil Engineering Group, and Mission Support Group. Managed the operations of a 42,000-acre installation, including public safety, housing, an operational airfield, mission support activities, and the management of 3,933 facilities worth $9.3B.

Enhanced team engagement by addressing complex social issues with empathy; fostered an inclusive culture, contributing to an 87% retention rate. Led the joint base command and coordination efforts for COVID-19 mitigation and support to the national response; earned Air Force Outstanding Unit Award and Meritorious Unit Awards.

Proactive resource steward correcting years of under-sustainment; led reprioritization of a $5M test mission steam plant recapitalization and reinvestment in public-private housing, achieving a 91% occupancy rate, earning 93% customer satisfaction and a Platinum Community rating.

Captain William 'Bill' Sherrod, EdD, U.S. Navy (Retired)
Pacific Grove, CA 93950 | wrsherrod@gmail.com | (904) 662-6920 | Active TS-SCI Eligibility | https://www.linkedin.com/in/bill-sherrod/

PROFESSIONAL EXPERIENCE (continued)

Senior Policy Analyst, Naval Air Forces Pacific Fleet APR 2018 – JUL 2019

Co-led establishment of the Sustainment Program Baseline for Naval Aviation platforms and programs; enabled mission-capable goal attainment five months ahead of the target.

Co-developed a data-driven analytical framework for the Performance to Plan initiative, improving organizational performance ahead of plan and paving the way for Get Real Get Better.

Commanding Officer / Executive Officer, USS Somerset (LPD 25) MAR 2016 – APR 2018

Led over 1,000 Sailors and embarked Marines in the day-to-day operations and sustainment of a $1.6B amphibious transport ship conducting multi-national operations and direct-action combat missions.

Completed an aggressive $22M maintenance availability in under 240 days, overseeing 1,400 major work items, modernization upgrades, and maintenance actions with reduced staffing across all areas.

Navigator (Department Head), USS Carl Vinson (CVN 70) FEB 2014 – MAR 2016

The principal maritime operations advisor for a $9.7B nuclear-powered aircraft carrier; led a 20-person department safely planning and navigating over 60,000 nautical miles, earned the White Wheel Award and Battle E for Efficiency. Planned multiple coalition exercises in Fifth and Seventh Fleets.

Served as the primary Command Duty Officer (Underway) overseeing nearly all day-time mission launches during a ten-month deployment, enabling over 12,000 aircraft combat sorties.

Commanding Officer / Executive Officer, Helicopter Antisubmarine Squadron Light Four Nine (HSL 49) APR 2011 – NOV 2014

Led an expeditionary helicopter squadron of +300 personnel, over $600M in assets, and a $25M budget. Prepared and deployed 13 combat-ready detachments supporting Pacific Fleet operations.

Improved team culture through a unique initiative to develop resilient talent and improve esprit de corps; achieved 90% of advanced qualifications and a 50% advancement rate.

Led a 40% increase in productivity and engagement and a 30% improvement in maintenance program assessments able to deploy a full mission-capable detachment in 1/3 of the regular production schedule, earning the Sikorsky Aircraft Maintenance Award ("Golden Wrench"), leading to a Meritorious Unit Commendation.

Joint Concepts Planner, U.S. Special Operations Command NOV 2008 – APR 2011

Lead Action Officer in the Future Concepts Branch, developed operating and integrating joint force concepts; deployed in support of National Mission Forces to serve as Task Force Chief of Operations.

Command lead to develop the *Capstone Concept for Joint Operations* and co-authored the *Irregular Warfare Joint Operating Concept 2.0*; developed and facilitated stakeholder events refining content.

Created and led an innovative Limited Objective Experiment addressing packaging, presenting, and sustaining Special Operations Forces; recognized for transforming concept development and analysis.

Various Operational and Staff Assignments, U.S. Navy JAN 1995 – NOV 2008

Dual qualified Surface Warfare Officer and Naval Aviator; trained and led teams conducting counter-narcotics trafficking operations with partner nations, NATO maritime interdiction operations, national joint task force operations in support of humanitarian assistance and disaster relief, special operations counter-piracy efforts, and non-combat evacuation contingency operations.

Captain William 'Bill' Sherrod, EdD, U.S. Navy (Retired)
Pacific Grove, CA 93950 | wrsherrod@gmail.com | (904) 662-6920 | Active TS-SCI Eligibility | https://www.linkedin.com/in/bill-sherrod/

TEACHING AND RESEARCH EXPERIENCE

Mentorship and Coaching. Extensive experience in one-on-one and small group instruction focused on awareness, time-critical problem-solving, critical thinking and judgment, and leadership and culture. Leveraged interactive learning approaches through simulation and facilitated experience centered on skill development, individual and team performance assessment, and feedback, integrating the student's observations into the learning experience. Continuing development through Associate Certified Coach (ACC) education (International Coaching Federation credential pending).

Training Workshops and Seminars. Developed and facilitated complex workshops and created engaging and balanced dialog across academia, military, and government civilian stakeholders to develop and refine concepts on the packaging, presentation, and sustainment of integrated and enabled special operations forces. Led the planning and execution of the annual professional affinity organization symposium that included hotel support contracting, keynote, panel coordination, and sponsored social events. Advised the planning and design of the recent Secretary of the Navy Climate Tabletop Exercise co-hosted with Stanford Doerr School of Sustainability, resulting in partnership energy and sustainability outcomes for the Department of the Navy stakeholders.

Customized Professional Development Programs. Developed innovative organizational approaches to enhance critical knowledge and skills, resulting in measurable individual growth and improved organizational performance. Developed a comprehensive professional resource reference for junior officers, providing and developing core junior officer leadership and management fundamentals. Tailored syllabus programs to meet the needs of individuals struggling to attain professional qualifications; leveraged planned and ad hoc opportunities to develop a practical experience base for improved decision-making and performance.

Leadership Development Initiatives. Modeled transparent and inclusive leadership experiences as part of the talent development approach. Provided immersive opportunities for students to participate in the senior leader's decision-making process to observe the leader's decision lens and risk calculus. Facilitated debriefs of the experiences, fostering a deeper understanding among participants.

Continuing Education Initiatives. Identified and championed continuing education through stackable certificates for prospective Naval Aviators facing extensive training delays; initiative garnered Secretariat and Fleet Commander-level attention by providing graduate and advanced knowledge and skills to over 150 Ensigns. Served as the catalyst to develop a warfighting-centric graduate degree leveraging Unrestricted Line Officer advanced tactical qualifications, complementing them with graduate-level courses in analysis, decision-making, and emerging technologies.

Research Experience. Developed and conducted a Navy-approved mixed methods study of individual knowledge, motivation, and organizational factors influencing first-term Naval Aviator retention. The dissertation, *Factors Influencing First-Term Naval Aviator Career Continuation: A Gap Analysis* (2021), approached inquiry through an integrated lens of theories, including self-determination theory, the ecological model of human development, and two-factor theory.

KNOWLEDGE AND SKILLS

Strategic Planning	Change Management	Budget Management
Communication Skills	Problem-Solving	Performance Improvement
Talent Development	Team Leadership	Executive Coaching

ADDITIONAL QUALIFICATIONS AND CERTIFICATIONS

Joint Qualified Officer	Aviation Command	Aviation Major Command
Staff Operations and Plans	Commander Shore Activity	Surface Command

County of Monterey

Board Report

Legistar File Number: APP 25-095

Item No.9

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Richard Stevens to Military and Veterans Affairs Advisory Commission representing District 4 with a term expiration date on July 1, 2028. (District Specific - District 4, Supervisor Askew)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Military and Veterans Affairs Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the (Name of the Board, Commission or Committee): Military and Veterans Affairs Advisory Commission

Nominated by (Supervisor/District and or Association): District 4 Supervisor Root Askew

Representing (Primary, Alternate, At Large, Community Organization, etc.): District 4

Nominated Appointee:

Name: Richard Stevens

Address: [redacted]

Telephone number(s):
Cell: [redacted]
Home
Business

Email: [redacted]

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Gary Kreeger

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: As soon as possible Expiration Date:

Richard S Stevens

An Abbreviated Biography

Richard was born in Oregon in 1944. At an early age, his family moved to upstate NY, because his father, returning from WWII, was unable to find work in Oregon. Richard grew up in upstate NY.

He went to college at Cornell University where he studied Biological Sciences and also participated in the Reserve Officer's Training Corps (ROTC) program. He received his BS degree in 1966.

Upon graduation, Richard took his oath to serve as a Reserve Officer. His first and only assignment was Vanderberg AFB, Lompoc, CA. As Second Lieutenant, he was assigned to the 394th Missile Squadron. He went through training to become a Deputy Commander of a Minuteman ICBM launch crew.

During his time at Vandenberg, Richard test launched 17 Minuteman Missiles at targets located in two atolls in the Marshall Island Group. While serving, Richard entered a Master's Degree program in Operations Management at the University of Southern California (USC). In 1969, at the rank of Captain, Richard was awarded a Regular Commission. In 1970, he completed the Master's program. In October, 1971, Richard and his wife, Joy, left the Air Force to seek a career into civilian life.

After a few months of job searching, Richard was offered a job at Hewlett-Packard (HP) located in the San Francisco Bay Area. During his time at HP, he had a variety of jobs both on the manufacturing and Support sides of the company. During his 28 years at HP, he worked in every functional area of HP except Human Resources.

In September 2000. Richard retired from HP. He worked for a consulting company and 2 startups for the initial 9 months, because of the dot com recession. One of the companies filed for Chapter 8 Bankruptcy. So, Richard took a different tact: teaching. He was accepted by the University of Phoenix to teach Project Management. Concurrently, he was asked to develop and teach a Quality Management Class at San Jose State.

In 2006, Richard turned his sights towards becoming a community volunteer. He joined Sacred Heart Community Services helping those in need to find work. He helped clients with writing resumes, searching for work, preparing for interviews, and financial counseling.

In 2010, two parks in their San Jose Community were about to lose 140 trees because PG&E decided to cut trees to spare the expense of many years of pruning trees in their right of way. In response, the community rose up to challenge their decision. The community successfully negotiated the number of trees to be cut down to 14. In addition, Richard Co-founded and led a nonprofit Parks Association to not only protect the trees but also, working with San Jose Parks, to enhance the two parks.

In 2018, with both of their children on their own, Richard and Joy decided to downsize their San Jose home of 43 years to move to a new home in East Garrison. The Monterey Peninsula has been a family favorite for many years.

Besides getting settled into their new home and volunteering with a committee that is working with the builder to plan the East Garrison Town Center and working with the County to plan the Historic District, Richard is now looking forward to his new role as District 4 Representative to the Military and Veteran Affairs Advisory Commission.

Richard S. Stevens

Relevant Skills

- Project Planning and Management
- Business Process Development Management and Improvement

Experience

2010-2016 **Co-founder/President and Board Member** San Jose, CA

Martin-Fontana Parks Association
www.saveourparktrees.com

Association was formed to protect the trees in two San Jose city parks. PG&E had an easement through these parks.

In 2010 PG&E, who had been pruning the park trees underneath their easement for many years, decided to remove 140 trees from the two parks

The San Jose Community surrounding the two parks stood up to PG&E. This led to community forming a nonprofit parks association.

The association was able to negotiate removal of just 14 trees. The remaining 126 trees continue be reviewed with PR&E annually and pruned, if necessary.

The association has since expanded its role to include initiating and completing park projects to beautify and improve the two parks (in coordination with the San Jose Parks Department)

2006-2017 San Jose, CA

Volunteer

Sacred Heart Community Services

Assisted clients in need to find and keep jobs. Assisted clients with their financial obligations with budgeting and counseling assistance.

2003-2005 **Professor** San Jose, CA

San Jose State University

Developed and taught Quality Management and Improvement Course

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2000-2006 San Jose, CA

Professor

University of Phoenix

Taught Project Management Course

San Francisco Bay Area, CA

1972-2000 **Director of Quality**

North America Computer Service Organization

Hewlett-Packard, Inc.

Led Quality improvement initiatives. Planned and led projects to measure and report organization performance.

Prior job experience in Finance, Supply Chain Management, and planning, leading and implementing projects in both manufacturing and field service operations

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Lompoc, CA

1966-1971 **Deputy Missile Launch Commander**

Vandenberg Air Force Base

US AirForce

Test launched Minutemen ICBMs

Served on a Standardization Crew. Evaluated performance of other launch crews in the performance their duties based on defined performance standards.

Generated and distributed post launch reports

Education

1968-1970 **University Of Southern California (USC)** Lompoc, CA

Masters of Science, Operations Management

1962-1966 **Cornell University** Ithaca, NY

Bachelor of Science, Biological Sciences

County of Monterey

Board Report

Legistar File Number: APP 25-100

Item No.10

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/18/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Ana Vargas to the Community Action Commission representing District 3 with a term end date of July 1, 2028. (District Specific - District 3, Supervisor Lopez)

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

To: Clerk of the Board's Office

From: Karina Pelayo

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Community Action Commission

Nominated Appointee: Ana Vargas

Nominated by: Supervisor Lopez's Office

Representing: District 3

Reason for Nomination:

- ○ New Term
- ◉ Reappointment
- ○ Filling an Unscheduled / Unexpired Term

Term:

Start Date: Term End Date:

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Community Action Commission Application

Ana Vargas

District: 3
Initialed Application: Yes

Applicant

First Name: **Ana**
Middle Initial:
Last Name: **Vargas**

Employment

Occupation: **Public Services**
Job Title: **Chronic Disease Prevention Specialist**
Employer: **MCHD**

Interests and Experiences

Able to attend meetings regularly and devote the time necessary to fulfill duties as a member?

Yes

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?

Yes

Community Action Commissioner

Has served on an advisory group before?

Yes

Action Community Commissioner

Please tell us about yourself and why you want serve:

Me gusta trabajar en la comunidad, apoyando a los residentes del Condado especialmente a los mas necesitados, mi experiencia es de mas de una decada colaborando y organizando eventos para traer recursos a los residentes de Monterey.

Please state the reason you would like to be a member of this board committee/commission/district:

esta oportunidad de continuar el el Condado me ayudara a tener mas conocimiento y proveer mejor servicio a los residentes

How did you hear about the position?:

by email

Please identify any specialized accommodations needed for equal participation:

N/A

Ana Betancourt Vargas

[redacted]

OBJECTIVE AND QUALIFICATIONS

Coordination and provision of community-based social services, outreach, volunteer recruitment, citizenship education. Extensive experience working in the communities of Monterey, Santa Cruz, San Benito, Santa Clara Counties, South California and Yuma, Arizona.
I have experience working in partnerships with the community, doing presentations, organizing events, and conducting interviews on local and international radio stations.

EDUCATION

Sociology, E.C.E. Early Child Education and General Leadership Roles, Business Writing Effective Presentations, Stress Management & Conflict Resolution, Total Quality Management, Building an Effective Team, Evaluating and Improving Employees Performance, Human Resources and the Supervisor, Legal Issues in Management, Professional Development. Attended several Training sessions with the United States Environmental Protection Agency EPA to become a health promoter for an environmental study in collaboration UC Berkeley, Natividad Medical Center, MCHD. & CSVS.
Computer Skills: Microsoft Word, Power Point, Excel, Internet- Email, Publisher.

EMPLOYMENT:

Monterey County Health Department
Chronic Disease Prevention Specialist 11
Duties: Social services Medical, CalFresh CALWORKS,
Ensure the families know what their medical covers like mental health, rehabilitation and more.

United Farm Workers Foundation (UFWF)
Title: Community Health Worker Monterey County
July 2011 to December 2011
Duties: Public services, w/farm workers.

United States Department of Commerce
Title: Partnership Specialist Monterey / San Benito County
January 2008 to September 2010
Duties: Publicity to educate and promote the 2010 United States Census in Monterey and San Benito County. Work in collaboration with United States Representatives and Assemblymen, City Council Members, Board of Supervisors to promote the US Census within the Hispanic and Migrant Communities. Work with Schools, city councils, agencies CBOs local Hispanic businesses. Ensure

everyone is counted by hosting meetings in schools, cities and labor areas. Work with Agriculture contractors and labor companies to help promote and educate the Hispanic community on the United States Department of Commerce / US Census.
Public Announcement: Talk shows, run promos in radio, television and articles in newspapers, focused on Hispanic community. Job fairs: Requiting organization, to organizing the event, set-up in Bakersfield, Fresno, and San Luis Obispo.

Radio Bilingue INC. KHDC 90.9 FM
Title: Monterey County Outreach Reporter
February 2007 to 2019
Duties: Interviewing Farm Workers about the environment. House, transportation, childcare, work accidents, workers compensation reporter events in the community in conjunction with other agencies that offer services to low income and farm working families in Monterey County / State of California. Promote health, education, leadership.

Center for Health of Mothers and Children's of Salinas CHAMACOS/ Natividad Medical Center Hospital & Clinica de Salud Del Valle de Salinas
Title: Environmental Health Promoter
August 1998 to October 2006
Duties: Studied the asthma effect in children's pregnant mothers and the development of their babies in relation to pesticides and other chemicals w/farm workers.

Central Coast Citizenship Project
Title: South Monterey County Project Director
1996 to August 1998
Duties: Leadership responsibility for citizenship support services throughout South Monterey County, San Benito, Santa Clara and Santa Cruz. I worked closely with community-based service providers and other leaders to provide citizenship support services to over 2,000 applicants in the South County region. I planned and coordinated citizenship events.

Southwest Voter Registration Project
Title: South Monterey County Coordinator
Coordinated non-Partisan political campaign for voter registration during the election period. Recruited and supervised 147 volunteers and 4 co-workers in this effort. Conducted education, and worked with community members/ publicity, presentation, and walking door-to-door, motivating people to go out and vote, working together w/agencies, school, churches, media, private companies etc. Some of these projects were in collaboration with the Citizenship Project and Southwest Voters.

Health Start, Even Start Program
1996 to 1997

Duties: Worked with needy families to help them obtain access to health care, counseling, general, education in ESL, GED, citizenship classes, recruit and involve parents in community activities. Worked as a liaison to local and State agencies to facilitate their services to this community.

Monterey Bay Girl Scouts

Title: Monterey County Program Specialist

1994 to 1996

Duties: Educational activities, sports, dance, ballet, swimming, art and crafts, and science activities. Organized girls to participate in local events including parades, outdoor camps, trips to local, states agencies, etc. Conducted publicity thought radio, television and newspapers, recruited volunteers for each site. Worked with more than 250 girls, from kindergarten age through 18 years and involved more than 90 adults and 18 groups in Salinas and South County.

VOLUNTEER WORK

South County Outreach Efforts S.C.O.R.E. 1994-present Actively attending and participating in meetings and events. Organized Dia Del Trabajador Agricola and One Stop Shop events. Media Chairperson, responsibilities. Promotion of SCORE events.

King City Community-Based Parent Committee: Founder and President 1991-1993 Organized breakfast for two Elementary School and coordinated the purchase of Uniforms for more than 3,000 students on collaboration w/ California Rural Legal Assistance (CRLA) 1991-1993

Monterey County Migrant Education Program

King City & Greenfield High School: Parent Committee Representative

Catholic Dioceses of Monterey County: Board member & Secretary.

Instituto de los Mexicanos en el Exterior South County Representative w/ the Mexican Cónsul in San Jose California.

Monterey County Community Action Partnership, 3rd District/ Supervisor Simon Salinas - Low-income representative.

Tu Puedes King City: Woman's Cardio dance.

April 30, 2025

Statement of Interest
Ana Vargas – Community Action Commission

I am writing to express my sincere interest in renewing my term on the Community Action Commission. It would be an honor to continue serving in this role, which aligns closely with both my personal values and professional commitment to supporting the residents of Monterey County.

In my current role as a Chronic Disease Prevention Specialist with the Monterey County Health Department, I work to promote healthier lifestyles and prevent long-term health conditions in our communities. I also assist residents in navigating and accessing vital health care services through Social Services. These responsibilities have deepened my understanding of the challenges our residents face and strengthened my resolve to help address them.

Serving on the Community Action Commission has been a meaningful opportunity for me to grow as a leader and community advocate. I am passionate about continuing this work—supporting programs that promote equity, self-sufficiency, and improved quality of life for our most vulnerable populations.

Thank you for considering my application to renew my term. I am excited about the possibility of continuing to work collaboratively with the Commission and the broader community to make a lasting impact.

Sincerely,

Ana Vargas

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County of Monterey

Board Report

Legistar File Number: APP 25-102

Item No.11

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/24/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Elizabeth Hall to the Fish & Game Advisory Commission representing District 1 as a Primary Representative with a term end date of February 1, 2028 (District Specific - District 1, Supervisor Alejo)

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

To: Clerk of the Board's Office

From: Linda Gonzalez, Chief of Staff

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Fish & Game Advisory Commission

Nominated Appointee: Elizabeth Hall

Nominated by: Office of Supervisor Alejo, District 1

Representing: Primary

Reason for Nomination:

- (•) New Term
  Replacing Member: N/A
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: Term End Date:

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Fish & Game Advisory Commission Application

Elizabeth Hall

District: 5
Initialed Application: Yes

Applicant

First Name: **Elizabeth**
Middle Initial:
Last Name: **Hall**

Employment

Occupation: **Public Sector Manager**
Job Title: **Public Sector Manager**
Employer: **WM**

Interests and Experiences

Able to attend meetings regularly and devote the time necessary to fulfill duties as a member?

Yes

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?

No

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

Nearly eight years ago, my husband and I moved to Monterey County from our home state of Alabama. I grew up immersed in nature, which led me to getting my B.S. in Wildlife Ecology and Management from Auburn University. I worked with whitetail deer mainly. I have always had a passion for the outdoors and conservation of our natural spaces. Monterey County is incredibly biodiverse and unique. It is truly one of the most beautiful and fascinating places I have had the pleasure of exploring. I live and work in this County, and as such, I would love to be part of meaningful conversations as it pertains to the flora and fauna that share this home with me and all of us.

Please state the reason you would like to be a member of this board committee/commission/district:

I believe my passion for the outdoors paired with my background would lend itself well to this position. I am curious, and open to learning from others on this committee, and would be grateful for a chance to be part of the conversations regarding the wild spaces in our County.

How did you hear about the position?:

Self-research, Supervisor Lopez

Please identify any specialized accommodations needed for equal participation:

N/A

Elizabeth Hall

[redacted]

EDUCATION

Auburn University, School of Forestry and Wildlife Sciences
B.S. in Wildlife Ecology & Management, graduated Cum Laude | Fall 2016

SKILLS, CERTIFICATIONS, AWARDS

Public speaking | Microsoft Office| Data analysis | Reporting | Project and time management
Adaptable | Collaborative| Detail-oriented | Organized | Problem solver

- WM Frontline Leadership Certification (Six-month program, graduated in 2024)
- WM Circle of Excellence Winner (2025 recipient, company-wide award given to 200 employees annually)

WORK EXPERIENCE

Contract Compliance Representative III (Public Sector Manager): *WM - Carmel Marina Corporation in Castroville, CA | March 2022-Present*

- Expert on the innerworkings of the Unified Franchise Agreement with Monterey County, the City of King, Santa Lucia Community Services District, and six school districts within the County
- Communicate and collaborate across internal departments and with external industry partners to fulfill contractual obligations such as special programs, reporting, compliance with state mandates, outreach, and education
- Coordinate and lead community drop-off events to collect bulky items from residents. These events require extensive planning and partnership with the WM drivers and Operations team, SVSWA's HHW collection team, and local County and King City leadership
    - To-date, since March 2022, WM has collected 460.41 tons of material, with an average diversion rate of 45% at these events
- Meet with local decision-makers and attend council meetings amongst industry leaders to bolster WM's presence and standing within the County and King City, and promote WM's engagement within the community
- Manage the Recycling Education Representative ensuring all contractual outreach and education obligations and targets are being met and exceeded, and facilitate collaboration with local landfill and County staff
- Manage donation and sponsorship funding to support local organizations such as Coastal Kids Home Care, King City Rotary and Chamber, and Rancho Cielo

Recycling Education Representative: *WM - Carmel Marina Corporation in Castroville, CA | August 2020-March 2022*

- Connected with County and landfill staff on a biweekly-monthly basis to discuss ongoing projects and outreach, maintaining open lines of communication and emphasizing collaborative opportunities
- Supported the Public Sector Manager to fulfill contractual obligations through developing and implementing the public education plan targeting commercial business compliance with state mandates, hosting community clean-up events, and generating comprehensive monthly diversion and compliance reports while maintaining relationships with key players
    - In 2021, conducted 63 commercial site visits and/or waste assessments, in conjunction with County and landfill staff, to assist customers in rightsizing their WM services and ensure compliance with CA state mandates; overall, had 750+ touches with customers across all LOBs
    - Coordinated the launch of the King City commercial food scrap pilot program in February 2021, onboarding 17 customers in the first six months
- Assisted with the launch of the residential Smart Truck program in December 2020

- Key driver of the Employee Housing Site On-Call Collection program, which serves agricultural housing sites, providing them with two free roll-offs annually.
- Collaborated with the WM Operations team and local landfill staff to integrate commercial food scrap and cannabis green waste collection into existing County residential yard waste routes to drive compliance with state mandate SB 1383 - Short-Lived Climate Pollutants

Marketing and Farmers Market Sales Associate: *Green Valley Floral in Salinas, CA | May 2020-July 2020*

- Spearheaded farmers market operations for Green Valley Floral (GVF) by conducting the full booth setup and breakdown, handling cash, and interacting with customers while driving sales and imparting product knowledge
- Operated GVF's social media accounts, curating content that showcased the wide variety of garden roses, spray roses and gerberas grown, including exclusive David Austin roses
- Created bouquets and arrangements with roses and other florals for social media accounts, aiming to inspire new product usage ideas and boosting social media engagement

Sustainability Assistant: *PRO*ACT in Monterey, CA | October 2018-April 2020*

- Cultivated relationships with stakeholders across the food supply chain including farmers, distributors, and suppliers
- Led PRO*ACT's Green Team by conducting annual waste audits and presenting results, creating newsletters and educational materials, planning employee events & operating an office e-waste recycling program that diverted over 100 pounds of e-waste
- Assisted in the planning and implementation of PRO*ACT's annual Cultivating Change grant program, which has given over $300k to 40+ local farmers since 2015, through managing and organizing grant applications, communicating with farmers, and marketing the winners and program via videos and social media
- Collaborated with PRO*ACT's marketing team on Produce Box Direct, a produce box program launched to boost distributors' business and provide fresh produce to consumers at the start of the COVID-19 pandemic, while also assisting distributors with their individual box programs; collectively, these programs garnered over $1.5M for participating distributors

Summer Day Camp Naturalist: *Camp SEA Lab in Monterey, CA | June-August 2018*

- Delivered marine science lessons to campers ages 8-13, educating them on various ocean ecosystems, sea life identification, anatomy and adaptations, macroinvertebrates and more
- Raised awareness with campers regarding local and global oceanic conservation issues and efforts

Seasonal Park Aide: *California State Parks in Big Sur, CA | September 2017-May 2018*

- Developed exemplary customer service skills while staffing entry kiosks and selling day use passes and campsites to visitors
- Exhibited thorough knowledge of the parks and surrounding areas while educating visitors

Seasonal Environmental Educator: *Cahaba Environmental Center (CEC) in Montevallo, AL | January-May 2017*

- Facilitated place-based science and history lessons to K-12 students, and developed lesson plans and activities tailored to each school program's needs
- Provided operational and administrative support to CEC supervisors and fellow educators

County of Monterey

Board Report

Legistar File Number: OBM 25-094

Item No.12

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025

Version: 1

Current Status: Agenda Ready

Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-095

Item No.13

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 6/2/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Receive the 2024 Annual County of Monterey Crop & Livestock Report from the Agricultural Commissioner's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive the 2024 Annual County of Monterey Crop & Livestock Report from the Agricultural Commissioner's Office.

SUMMARY/DISCUSSION:
The Agricultural Commissioner's Office produces an annual Crop and Livestock Report pursuant to Sections 2272 and 2279 of the California Food and Agricultural Code. The Crop and Livestock Report states the condition, acreage, production, and value of unprocessed agricultural commodities produced in our County. The County of Monterey is ranked fourth in agricultural gross production value in California. Top commodities in our area include strawberries, leaf lettuce, broccoli, iceberg or head lettuce, and wine grapes. The cool coastal weather and warmer inland temperatures allow for the production of a wide diversity of high-quality crops. High consumer demand for our commodities keeps our county in the top five producing areas of the state.

This year's Crop and Livestock Report theme "Smart Agriculture: Growing the Seeds of Change", highlights the innovative partnerships between farmers and technology companies in Monterey County working to find real-world solutions to everyday challenges.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
Costs associated with the production of this report are included in the Fiscal Year 2024-2025 budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Agriculture is the largest contributor to the County's economy. This report tabulates the annual gross production value of agricultural commodities produced in the County of Monterey in 2024.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
_x__ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report

Introduced: 6/2/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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This year's Crop and Livestock Report theme "Smart Agriculture: Growing the Seeds of Change", highlights the innovative partnerships between farmers and technology companies in Monterey County working to find real-world solutions to everyday challenges.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
Costs associated with the production of this report are included in the Fiscal Year 2024-2025 budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Agriculture is the largest contributor to the County's economy. This report tabulates the annual gross production value of agricultural commodities produced in the County of Monterey in 2024.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
_x__ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report

Introduced: 6/18/2025
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

a. Review the findings and recommendations of the 2024-2025 Monterey County Civil Grand Jury (CGJ) report titled "*Road Safety in Monterey County: Where to report a problem*"; and,
b. Consider draft response to the above-referenced 2024-2025 Civil Grand Jury report; and,
c. Order the Board's response to be filed with the Presiding Judge of the Superior Court.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Review the findings and recommendations of the 2024-2025 Monterey County Civil Grand Jury (CGJ) report titled "*Road Safety in Monterey County: Where to report a problem*"; and,
b. Consider draft response to the above-referenced 2024-2025 Civil Grand Jury report; and,
c. Order the Board's response to the Monterey County CGJ report to be urJury filed with the Presiding Judge of the Superior Court.

SUMMARY/DISCUSSION:
The 2024-2025 Monterey County Civil Grand Jury Report titled "*Road Safety in Monterey County: Where to report a problem*" was issued on April 28, 2025. The Grand Jury requests responses from your Board to Findings F5-F6 and F9, and Recommendations R5-R6 to the road safety in Monterey County report, which are within the County's scope of responsibility. California Penal Code, section 933(c) requires your Board to respond to the Presiding Judge within 90 days.

Recommended response is included in Exhibit A for your Board's consideration. Upon adoption by your Board, the response will be submitted to the Presiding Judge. The response letter is included as Exhibit B.

OTHER AGENCY INVOLVEMENT:
The draft response was prepared by Public Works Facilities and Parks (PWFP) and submitted to the County Administrative Office for formal submittal to the Board Office. PWFP staff will be available to answer any questions if needed. Members of the 2024-2025 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund associated with this report.

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
Exhibit A - Draft Board Response to 2024-2025 CGJ Report re: Road Safety in Monterey County: Where to report a problem
Exhibit B - Memo from PWFP
Exhibit C - CGJ Rpt re Road Safety in Monterey County

Introduced: 6/18/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Review the findings and recommendations of the 2024-2025 Monterey County Civil Grand Jury (CGJ) report titled "*Road Safety in Monterey County: Where to report a problem*"; and,
b. Consider draft response to the above-referenced 2024-2025 Civil Grand Jury report; and,
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FINANCING:
There are no fiscal impacts to the General Fund associated with this report.

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
Exhibit A - Draft Board Response to 2024-2025 CGJ Report re: Road Safety in Monterey County: Where to report a problem
Exhibit B - Memo from PWFP
Exhibit C - CGJ Rpt re Road Safety in Monterey County

Please find below the Monterey County Board of Supervisors' ("Respondent") response to the 2024-25 Civil Grand Jury report entitled, **Road Safety in Monterey County: Where to Report a Problem.**

Finding

F5. MCPWD does not have an online "Request for Service" form on its website for road safety and repair issues, making it more difficult for the County residents to report a problem.

Response to F5: The Respondent agrees with the finding. While the Public Works Facilities and Parks (PWFP) website has a link to email a Public Works (PW) Service Request, the websites navigation can be improved to provide a clearer path to submit Request for Services. Upon receipt of the Civil Grand Jury report, staff has started to explore ways to improve this forward-facing feature on our website.

F6. The availability of the Salinas, Soledad, and *Monterey County uConnect* mobile apps are largely unknown to the public, rendering them of little use.

Response to F6: The Respondent agrees with the finding. The County of Monterey does provide a link to the Mobile App on their main landing page but the link was not specifically highlighted on the PWFP Department webpage. PWFP Staff recongnize that this is an area that can be improved.

F9. Caltrans, TAMC, and the Monterey County Department of Public Works collaborate effectively with local municipalities to complete road and traffic projects.

Response to F9: The Respondent agrees with the finding. PWFP is dedicated to sharing information about projects that impact the motoring public across jurisdictional boundaries. As part of our effort to relay information to the public, we reach out to Caltrans, the Transportation Agency for Monterey County (TAMC), and affected municipalities. Our website displays road closure information and provides phone numbers and contact information for obtaining State Highway information. We also regularly share our press releases regarding projects with the Public Information Officer (PIO) at Caltrans and impacted municipalities and offices of elected officials representing the specific project locations.

When opportunities arise for joint construction projects between the County and municipalities do arise (whereby one jurisdiction's road project overlaps with a County road project), PWFP aims to engage in a combined joint construction project. In doing so, the public agencies could realize more streamlined and efficient coordination of traffic control and work activity, and potential cost savings in the form of reduced administrative overhead costs, more economic unit prices from economies of scale, etc.; in turn, all benefiting the public. PWFP has had history of joint construction project accomplishments over the last several years, such as the "Gloria/Iverson/Johnson Canyon Road Reconstruction Project" with City of Gonzales (whereby approximately 5 miles of roads were reconstructed, with the City overseeing the design phase and the County overseeing the bidding and construction) and the "Roundabout at the Intersection of Alisal Road and Sconberg Parkway and Pavement Rehabilitation of Portion of Alisal Road" with the City of

Salinas (whereby the City's roundabout and road rehabilitation of the nearby City street included work on a portion of the County road of Alisal).

Recommendation

R5. Monterey County create a direct link to an electronic "Request for Service" form on its website for road repair or safety issues by 10/31/25.

Response to R5: The recommendation has been implemented. Following the Civil Grand Jury report, PWFP staff modified the webpage to include a distinct tab labeled PW Request for Service (RFS). The subpage outlines the types of repair and safety concerns that can be reported by submitting a RFS and then identifies three methods to achieve the request: Online Request, Call or Email, and Mobile App. Additionally, the text under "How Do I….Report" on the County of Monterey landing page was updated from "Pothole" to "Road Repair & Safety Issues – Submit a Request for Service (RFS) to create consistent and redundant use of terminology to improve website navigation. For convenience, please see the link below:

https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/pwrequest-for-service-rfs

R6. Monterey County and the cities of Salinas and Soledad promote their service request apps by prominently displaying information regarding their availability on the Public Works webpages, on other relevant pages of their websites, and through social media by 12/31/25.

Response to R6: The recommendation has been implemented. We added a link for instruction to download the mobile app as a method to submit a Public Works (PW) RFS was added to under the PW Request for Service (RFS) tab. PWFP will continue to collaborate with the County Communications to promote the *Monterey County uConnect* App to PW Request for Service. For convenience, please see the link below:

https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/pwrequest-for-service-rfs

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 757 9516

MEMORANDUM

Date: May 30, 2025

To: Sonia M. De La Rosa, County Administrative Officer

From: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

Randell Y. Ishii Digitally signed by Randell Y. Ishii, MS, PE, TE, PTOE; Director

Subject: 2024-2025 Monterey County Civil Grand Jury Final Report – "Road Safety in Monterey County: Where to Report A Problem"

cc: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Enrique M. Saavedra, P.E., Chief of Public Works

Pursuant to Penal Code Sections 933 and 933.05, please accept this memorandum as the formal response to the 2024-2025 Monterey County Civil Grand Jury Final Report – "Road Safety in Monterey County: Where to Report A Problem".

The Department of Public Works, Facilites and Parks (PWFP) would like to thank the Civil Grand Jury for their efforts and fair review of our operations. There were many unique and idiosyncratic details/procedures from the different agencies, that the jurors had to cull through and analyze.

It is the philosophy of PWFP to receive feedback so we can best meet our mission of providing safe and efficient infrastructure for the constituents of Monterey County.

Findings:

F5. MCPWD does not have an online "Request for Service" form on its website for road safety and repair issues, making it more difficult for the County residents to report a problem.

Response F5: Agree

While the PWFP website has a link to email a Public Works (PW) Service Request, the wayfinding within the website can be improved to create a more clear path to submit Request for Services. Upon receiving the Civil Grand Jury report, staff has begun to work on ways to improve this forward-facing feature on our website..

F6. The availability of the Salinas, Soledad, and *Monterey County uConnect* mobile apps are largely unknown to the public, rendering them of little use.

Response F6: Agree

The County of Monterey does provide a link to the Mobile App on their landing page but was not specifically noted on the PWFP Department webpage. PWFP Staff noted that this is an area that can be improved.

F9. Caltrans, TAMC, and Monterey County Department of Public Works collaborate effectively with local municipalities to complete road and traffic projects.

Response F9: Agree

PWFP strives to share information on projects affecting the motoring public across jurisdictional boundaries. As part of our effort to relay information to the public, we reach out to Caltrans, the Transportation Agency for Monterey County (TAMC), and affected municipalities. Our website that displays road closure information, provides phone numbers and related contact information to get State Highway information. We also regularly share our press releases regarding projects with the Public Information Officer (PIO) at Caltrans and impacted municipalities and offices of elected officials representing the specific project locations.

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Recommendations:

R5. Monterey County create a direct link to an electronic "Request for Service" form on its website for road repair or safety issues by 10/31/25.

Response R5: Agree

After receiving the Civil Grand Jury report PWFP staff, made modifications to the webpage so there is a distinct tab labeled PW Request for Service (RFS). The subpage outlines which type of repair and safety concerns could be reported by submitting a RFS and then identifies three methods to achieve the request: Online Request, Call or Email, and Mobile App. Additionally, the text under "How Do I….Report" on the County of Monterey landing page was updated from "Pothole" to "Road Repair & Safety Issues – Submit a Request for Service (RFS) to create consistent and redundant use of terminology to improve website navigation. For convenience, please see the link below:

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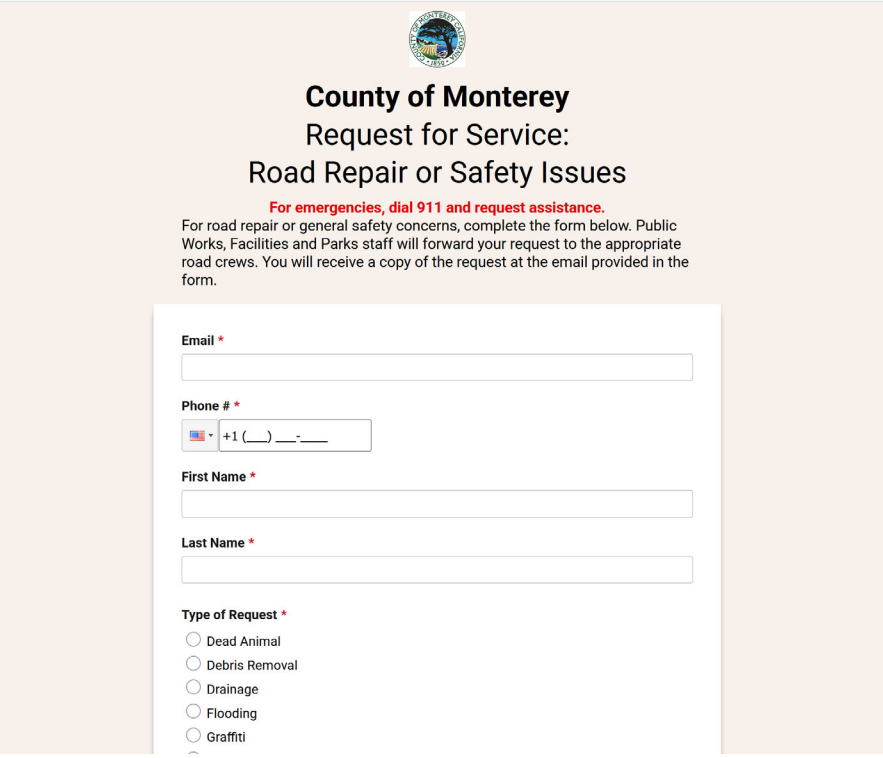


Figure 1. Screenshot of Online Electronic RFS Form.

R6. Monterey County and the cities of Salinas and Soledad promote their service request apps by prominently displaying information regarding their availability on the Public Works webpages, on other relevant pages of their websites, and through social media by 12/31/25.

Response R6: Agree

A link for instruction to download the mobile app as a method to submit a Public Works (PW) RFS was added to under the PW Request for Service (RFS) tab. PWFP will continue to work with the County Communications to promote the *Monterey County uConnect* App to PW Request for Service. For convenience, please see the link below:

https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/pw-request-for-service-rfs

ROAD SAFETY IN MONTEREY COUNTY:

WHERE TO REPORT A PROBLEM



Source: Photo of Fern Canyon Road, near Carmel Highlands, posted 2/13/25 on Monterey County Facebook page. The road was subsequently closed.

SUMMARY

From time to time, all drivers in Monterey County have observed safety and maintenance issues with the roads. Should they wish to report a potentially hazardous condition, it is not always obvious which entity they should notify to express their concerns. Roads in Monterey County are owned and maintained by different jurisdictions, most often with overlapping responsibilities. Processes for road improvement projects and traffic safety are lengthy, complicated, and not easily understood. The public is often confused about which entity to contact regarding traffic safety concerns or road maintenance, and even

how to submit customer service requests. Each entity uses a different interface for gathering data regarding traffic safety and maintenance concerns. Forms to request service can be found on most entities' websites but replies to the citizens filing the complaints are inconsistently handled.

The 2024-25 Civil Grand Jury (CGJ) received a complaint from a citizen regarding a major injury accident where the motorist was attempting a legal crossing of the road centerline into a highly trafficked driveway. A vehicle traveling in the same direction failed to stop and hit the stationary car. This resulted in hospitalization and surgery for the complainant. The CGJ examined the citizen inquiry and follow-up processes for these entities:

- Transportation Agency for Monterey County (TAMC)
- California Department of Transportation (Caltrans)
- Monterey County Public Works Division (MCPWD) within the Public Works, Facilities, and Parks Department (MCPWFP).

Researching options for addressing this complaint, the CGJ discovered the public is largely unaware of where and how to submit a request for road improvements and traffic safety concerns. In its findings, the jury identified inconsistent reporting options and a lack of updated traffic collision information. This report will include the following recommendations:

- Publish information regarding the role of TAMC, Caltrans, and MCPWD.
- Update the collision map on TAMC's website thereby improving the public's awareness of challenging conditions and dangerous intersections.
- Inform the public about *Monterey County uConnect*, a mobile device app providing information on a wide variety of topics, including reporting road and traffic concerns in the unincorporated areas of the County.

These simple measures will better inform the community and provide citizens with a sense of partnership with entities in improving our roads and highways.

BACKGROUND

The Civil Grand Jury (CGJ) began to investigate road safety and maintenance in Monterey County after receiving a complaint regarding a left-turn lane on a State highway in Monterey County. There is no left-turn pocket at that location, just the road centerline that has been the scene of multiple accidents. The investigation revealed that road safety projects such as the construction of turn lanes, protective turn pockets, traffic signals, or roundabouts are lengthy and complex processes. These projects involve private property issues, engineering studies, environmental impact, cooperation between jurisdictions, sufficient funding in a time of scarce resources, public hearings, hiring of skilled contractors, and, finally, breaking ground and beginning construction.

Many factors go into prioritizing which projects are funded. These include data regarding collisions and incidents. This information is difficult for the public to locate and compile. Other considerations include grant awards, state funding, and voter approval of measures to fund jurisdictional improvements.

The CGJ also found confusion regarding which entity is responsible for which roads within Monterey County and how best to contact the correct public organization (State or local) regarding a road safety or maintenance concern.

The following entities are responsible for traffic safety in Monterey County and collaborate closely with local municipalities to complete of traffic projects. Each entity will be examined in further detail in later sections of this report.

<u>TAMC</u>

TAMC, Monterey County's regional transportation planning agency, is a State-designated agency responsible for financial and logistical planning of transportation projects. The mission of TAMC is to "develop and maintain a multimodal transportation system that

enhances mobility, safety access, environmental quality, and economic activities in Monterey County". TAMC is not responsible for road repairs or physical road enhancements. (tamcmonterey.org, Feb. 16, 2025)

Caltrans

Caltrans is responsible for more than 50,000 miles of highways and freeways in California. It also provides inter-city rail services, airports, and hospital heliports, and collaborates closely with local agencies. According to the Caltrans website, "Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration and the Equipment Service Center. Caltrans' vision is to achieve a thriving and connected California." (dot.ca.gov, Feb. 16, 2025)

Monterey County Public Works Division

The mission of MCPWD is to promote economic vitality and enhance the quality of life for the citizens of Monterey County by providing safe and efficient public roads, bridges, and public facilities. MCPWD is responsible for road repair and construction of physical road enhancements on County roads. (countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/ public-works)

TAMC, Caltrans, and MCPWD, including each city within the county of Monterey, is the focus of this report, which includes the following information:

- How to submit a concern or a complaint
- Where to find up-to-date information about projects
- How to access mobile apps available for the unincorporated areas of Monterey County and two other cities within the county

METHODOLOGY

The Civil Grand Jury investigated road safety and maintenance in Monterey County. The CGJ interviewed knowledgeable representatives of several different entities and departments responsible for the topics under investigation. In addition, the CGJ gathered and analyzed internal documentation provided by some representatives. Jurors made field visits to relevant locations of interest to gain firsthand insights.

DISCUSSION

Many entities are responsible for road safety and maintenance in Monterey County. The chart below indicates which entity is responsible for which types of roads and services:

Entities Responsible for Road Maintenance and Repair

Entity Name	Area of Responsibility	State or Local Agency
Public Works Department of each city	Road safety and maintenance within the various municipalities of Monterey County	Local - City
Monterey County Public Works Division (MCPWD)	Road safety and maintenance in the unincorporated areas of Monterey County (see list of areas below)	Local - County
California Department of Transportation (Caltrans)	Road safety and maintenance of State Highways in Monterey County including Hwy 1, Hwy 101, Hwy 68, Hwy 156, State Routes 218, 183	State
Transportation Agency for Monterey County (TAMC)	Planning and funding major road improvement projects within Monterey County	Local - County
California Highway Patrol (CHP)	Ensuring traffic laws are enforced on California roads. Also collects collision data utilized by other entities	State

MCPWD is responsible for providing services to the following unincorporated communities:

- North County: Pajaro, Moss Landing, Las Lomas, Aromas, Elkhorn, Castroville and Prunedale
- Salinas Valley: Boronda, Spreckels, Toro Park, East Garrison, San Benancio, and Corral de Tierra
- Coastal Area: Carmel Valley, Cachagua, Big Sur
- South County: Chualar, Pine Canyon, Lockwood, Bradley, San Lucas, San Ardo

Del Monte Forest is supported by Pebble Beach Corporation Road Department.

Public Works Departments within Each City in Monterey County

Each of the 12 incorporated cities in Monterey County has its own public works department responsible for the safety and maintenance of that city's roads. Many cities utilize an online portal on their websites for the public to submit information or concerns regarding traffic safety and maintenance issues. The table below identifies each city, its public works department website and phone number, and how to submit a request for service or report a problem.

How to Request Service or Report a Problem Regarding Road Safety and/or Road Maintenance

City Name Public Works Department Phone Number	**The Website Home Page has a Link to Service Request Form?**	**Mobile App Available to Request Service or Report a Problem? (Y/N)**
Carmel (831) 620-2070	Yes -- Link to the Form Click: Report a Problem	No
Del Rey Oaks (831) 713-0171 (831) 394-8511 (emergency/safety issues)	No. It is on the Public Works page. Link to the Form	No

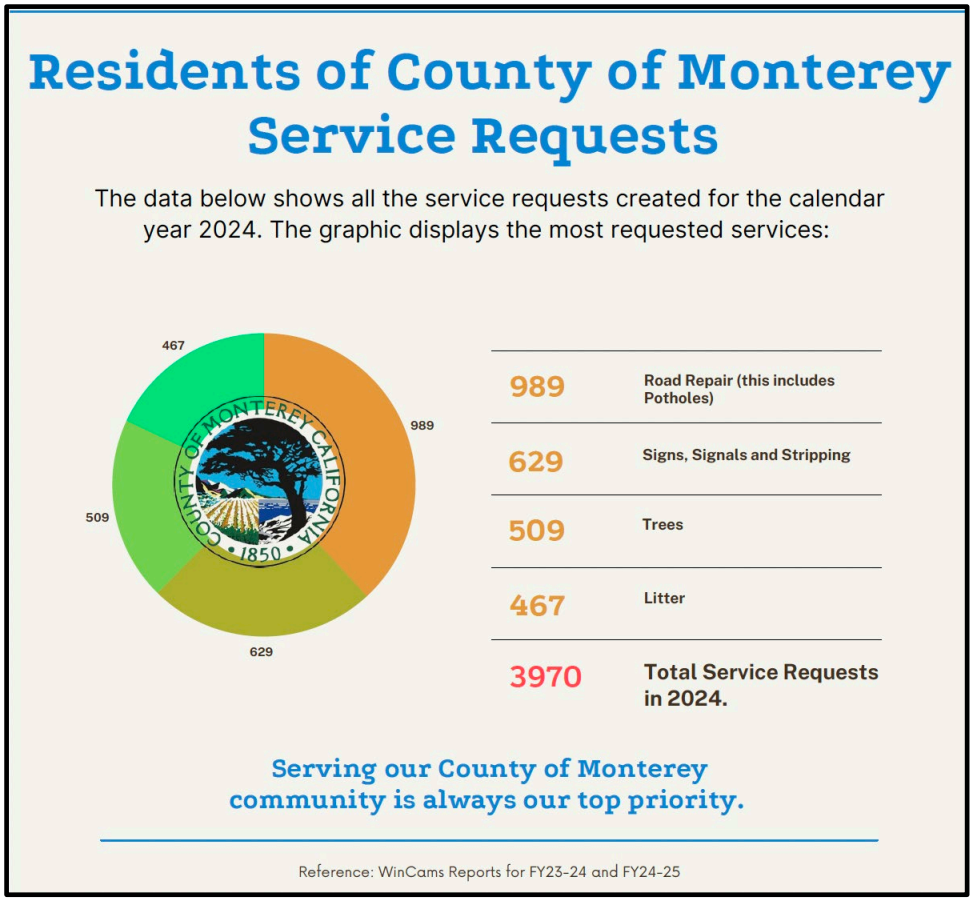
Gonzales (831) 675-5000 (City Hall) (outside of city business hours call (831) 755-5111)	Yes -- Link to the Form Click “Service Request”	No
Greenfield (831) 674-2635	Yes -- Link to the Form Click “Report a Concern”	No
King City (831) 386-5927	Yes -- Link to the Form Click “How Do I”	No
Marina (831) 884-1212	Yes -- Link to the Form Click “Service Requests”	No
Monterey (831) 646-3920	Yes -- Link to the Form Click “Service Requests”	No
Pacific Grove (831) 648-5722	Yes -- Link to the Form Click “Service Request”	No
Salinas (831) 758-7421	Yes -- Link to the Form Click “Report an Issue”	Yes The mobile app is called *SalinasConnect*
Sand City (831) 394-3054	No	No
Seaside (831) 899-6825	Yes -- Link to the Form Click “SeeClickFix”	Yes The mobile app is called *SeeClickFix**
Soledad (831) 223-5176	Yes -- Link to the Form Click “Report an Issue or a suggestion”	Yes The mobile app is called *It’s Happening in Soledad*
Monterey County **(**831) 755-4925	No	Yes The mobile app is called *Monterey County uConnect*

Note: the links in this table were accurate as of March 20, 2025, and are shown in the Bibliography at the end of this report.
**SeeClickFix is only available to cities that subscribe to this third-party service.*

Monterey County Public Works Division (MCPWD)

According to the Monterey County website, the Monterey County Public Works Division (MCPWD) provides services to ensure reasonable and safe road development, plan for future needs, manage infrastructure and County facilities, and protect natural resources. Several divisions exist within MCPWD. The Public Works Division includes Divisions of Road and Bridge Engineering, Stormwater and Floodplain Management, Traffic Engineering, Road and Bridge Maintenance, and several other divisions. Members of the public who have a road traffic safety or maintenance concern regarding a road in the unincorporated areas of the County must call or email a request for service or call 911 in case of an emergency. MCPWD receives 3,000 to 4,000 customer service requests annually and logs them into a database.

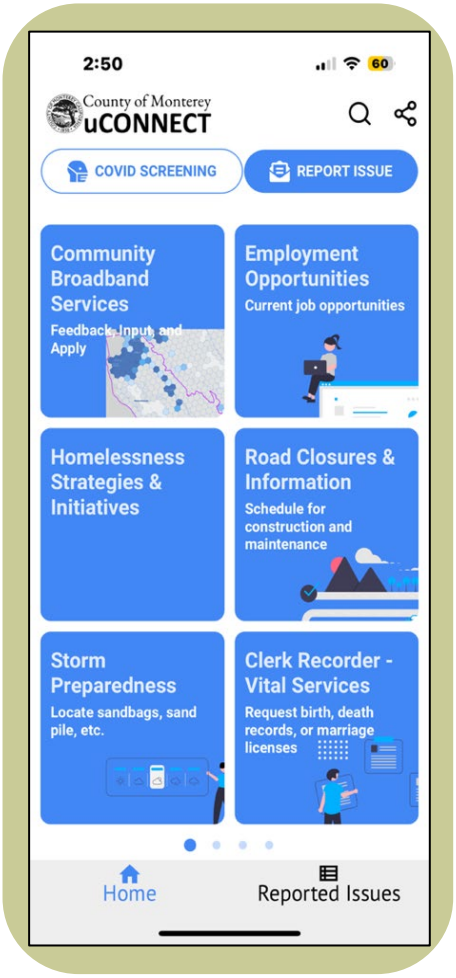
Monterey County Service Requests, Calendar Year 2024



Source: Monterey County Public Works, Facilities, and Parks Department

Mobile Apps for Reporting Traffic Safety and Maintenance Concerns

The CGJ identified three entities that utilize apps that can be downloaded to mobile devices: Cities of Soledad and Salinas as well as Monterey County. The *Monterey County uConnect* app may be used for reporting many different issues and has a wealth of other information in addition to reporting a concern.



Home page of *Monterey County uConnect* app
Source: Monterey County Public Works, Facilities, and Parks Department

The home page of the app has a “Report Issue” button that opens a dropdown menu listing a range of issues related to road maintenance concerns in the unincorporated areas of the County including dead animals, debris removal, flooding, guardrail, illegal

parking, potholes, road repair, sign/signal/striping, streetlights, and tree/weed removal. The app is an easy way for the public to report an issue while traveling in the unincorporated areas of the county. However, there is no reference to the *Monterey County uConnect* app on the MCPWD website. Further, it is not easy to find information about the *Monterey County uConnect* app on any of the County departments' websites.

The Cities of Soledad and Salinas mobile apps function in a way similar to the Monterey County app for reporting road safety and maintenance issues.

Another app available for download to mobile devices is called *SeeClickFix*. The app, developed by an outside vendor, works with many municipalities throughout the U.S. to manage citizen reports regarding road safety and maintenance issues. The City of Seaside uses *SeeClickFix* as a mobile app and has incorporated it into its website. The CGJ is not aware of other vendors offering similar services. Many cities use the 311 referral system to report road safety issues. It functions similarly to the 211 system available in Monterey County for requesting information regarding social services.

California Department of Transportation (Caltrans)

According to its website, Caltrans manages more than 50,000 miles of California's highway and freeway lanes, provides inter-city rail services, permits more than 400 public-use airports and special-use hospital heliports, and works with local agencies. Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration, and the Equipment Service Center. California is divided into 12 districts, Monterey County is in District 5 along with San Benito, San Luis Obispo, Santa Cruz and Santa Barbara Counties. A total of 888 Caltrans employees are assigned to District 5.

Caltrans has a comprehensive customer service request portal on its website that is monitored and tracked. During the three-year period from February 2022 to February 2025, a total of 1,063 Customer Service Requests were received regarding State

highways in Monterey County according to documentation provided by Caltrans. The CGJ found that requesting parties routinely receive feedback regarding their inquiries.

Transportation Agency for Monterey County (TAMC)

TAMC is the state-designated regional transportation planning agency for Monterey County. It provides long-range planning and projections of future needs. TAMC's mission is to develop and maintain a multimodal transportation system that enhances mobility, safety, access, environmental quality, and economic activities in Monterey County. TAMC achieves this by preparing extensive plan documents, with public input, and by applying for, receiving, and disbursing funds for transportation projects countywide. It does not "own" any roads in the county but works collaboratively with multiple jurisdictions who do own them.

Many factors go into prioritizing which projects are funded. Collision data is just one tool used to determine road safety improvement projects. Up-to-date information regarding collisions in Monterey County is difficult for the public to obtain because multiple agencies collect and analyze such data often in different ways. One such source is the Statewide Integrated Traffic Record System (SWITRS) that utilizes information gathered by the California Highway Patrol (CHP). Data are updated quarterly, most recently in December 2024, and is viewable on the Transportation Injury Mapping System (TIMS) published by UC Berkeley. One of the most comprehensive Collision Data Maps for Monterey County residents may be found on TAMC's website, yet it has not been updated since 2018.

In 2023, it was announced that TAMC would receive $640,000 in federal funding to develop a Monterey County Vision Zero Plan, a comprehensive county-wide safety action plan developed in collaboration with partner agencies and other stakeholders to promote coordinated solutions to reduce fatalities and injuries due to traffic collisions in Monterey County. This funding could be used to update the Collision Data Map on TAMC's website so that the public can find information regarding collisions in areas of interest.

According to officials at TAMC, its website receives few visits, and public participation at its meetings is sporadic. The Contact Us page invites the public to request meeting agendas, and the Public Outreach page invites the public to complete a survey asking questions about how people would prefer to be informed about TAMC's activities. Only one response was received during the last two years. For the form to be more useful to both TAMC and the public, the survey could be expanded to include a section providing the opportunity to submit a concern about a road and/or traffic safety issue.

Public involvement is essential for the planning, safety, and maintenance of roads. Monterey County residents and visitors benefit when it is easy for them to participate and report unsafe conditions.



A Curve in Carmel Valley Road
Source: Image by Parker Siebold, Monterey County Weekly

FINDINGS

It is unclear to the public which entity to contact with concerns regarding traffic safety, road maintenance, and/or road development projects, leading to confusion and frustration for the public.

F1. The cities of Del Rey Oaks and Sand City do not have links to an online service request on the home pages of their websites, making it difficult for citizens to report an issue.

F2. Sand City's online public complaint form is tailored to complaints against a business or person. There is no separate service request form for reporting road safety or maintenance issues.

F3. The City of Pacific Grove appears to have a mobile app, but it is not available at the Apple App Store.

F4. The purpose of the *SeeClickFix* button on the home page of the City of Seaside's website is unclear.

F5. MCPWD does not have an online "Request for Service" form on its website for road safety and repair issues, making it more difficult for the County residents to report a problem.

F6. The availability of the Salinas, Soledad, and *Monterey County uConnect* mobile apps are largely unknown to the public, rendering them of little use.

F7. The Collision Data Map on TAMC's website was last updated in 2018 and does not provide up-to-date information for Monterey County residents.

F8. TAMC's outreach survey could be made more useful to TAMC and the public by incorporating a section where the public may report unsafe traffic or road conditions.

F9. Caltrans, TAMC, and the Monterey County Department of Public Works collaborate effectively with local municipalities to complete road and traffic projects.

RECOMMENDATIONS

R1. The cities of Del Rey Oaks and Sand City add a link to the online service request form to the home pages of their websites by 7/31/25.

R2. Sand City amend its public complaint form to include requests for service regarding road safety and maintenance issues by 9/30/25.

R3. The City of Pacific Grove activate its mobile app on the Apple Store by 9/30/25.

R4. The City of Seaside rename the button on the home page from *SeeClickFix* to “Report an Issue” and reference the availability of the *SeeClickFix* mobile app by 7/31/25.

R5. Monterey County create a direct link to an electronic “Request for Service” form on its website for road repair or safety issues by 10/31/25.

R6. Monterey County and the cities of Salinas and Soledad promote their service request apps by prominently displaying information regarding their availability on the Public Works webpages, on other relevant pages of their websites, and through social media by 12/31/25.

R7. TAMC update the Collision Data Map to include data from 2018 to the present on its website by 12/31/25.

R8. TAMC expand the public outreach survey on its website to solicit public feedback and invite questions from the public regarding its plans and projects as well as traffic and road safety concerns by 9/30/25.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code Sections 933 and 933.05:

From the following governing bodies within 90 days of the publication of this report:

- Monterey County Board of Supervisors
  - Findings: F5-F6, F9
  - Recommendations: R5-R6

- Del Rey Oaks City Council
  - Finding: F1
  - Recommendation: R1

- Pacific Grove City Council
  - Finding: F3
  - Recommendation: R3

- Salinas City Council
  - Finding: F6

    - Recommendation: R6

- Sand City Council
    - Findings: F1-F2
    - Recommendations: R1-R2

- Seaside City Council
    - Finding: F4
    - Recommendation: R4

- Soledad City Council
    - Finding: F6
    - Recommendation: R6

- Transportation Agency for Monterey County (TAMC)
    - Findings: F7-F9
    - Recommendations: R7-R8

INVITED RESPONSES

From the following individuals:

- Director, Monterey County Public Works, Facilities, and Parks Department
    - Findings: F5-F6, F9
    - Recommendations: R5-R6

- Executive Director, TAMC
    - Findings: F7-F9
    - Recommendations: R7-R8

DISCLAIMER

Two grand jurors recused themselves from all meetings and discussions regarding this report and abstained from voting for its approval.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

GLOSSARY & ACRONYMS

Caltrans	California Department of Transportation
CGJ	Civil Grand Jury
CHP	California Highway Patrol
CSR	Customer Service Request
MCPWFP	Monterey County Public Works Facilities and Parks Department
MCPWD	Monterey County Public Works Division
SWITRS	Statewide Integrated Traffic Record System
TAMC	Transportation Agency for Monterey County
TIMS	Transportation Injury Mapping System

BIBLIOGRAPHY

Caltrans Customer Service Request Portal
https://csr.dot.ca.gov/

Monterey County IT Department Webpage regarding *Monterey County uConnect*
https://www.countyofmonterey.gov/government/departments-i-z/information-technology/uconnect

Caltrans Facts, 2024
https://dot.ca.gov/-/media/dot-media/programs/research-innovation-system-information/documents/caltrans-fact-booklets/caltransfacts2024-a11y.pdf

California Crash Reporting System (CCRS)
https://data.ca.gov/dataset/ccrs/resource/f775df59-b89b-4f82-bd3d-8807fa3a22a0?filters=County%20Code%3A27

SeeClickFix App Information
https://pria-academy.org/ICT/pdf/Primer_SeeClickFix.pdf

Safewise Website Regarding 311 Service
https://www.safewise.com/blog/what-is-311/

Open311
https://www.open311.org/learn/

211 Service in Monterey County
https://211montereycounty.org/

Transportation Injury Mapping System (TIMS) fatalities by county
https://tims.berkeley.edu/summary.php

TAMC Collision Data Map 2013-2018
https://www.tamcmonterey.org/collision-data-map

County and City Public Works Service Request Links Referenced in the "Report a Problem" Table

County of Monterey
https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks

Carmel
https://ci.carmel.ca.us/contact

Del Rey Oaks
https://www.delreyoaks.org/publicworks/page/public-works-service-request

Gonzales
https://gonzalesca.gov/service-request-form

Greenfield
https://ci.greenfield.ca.us/FormCenter/Miscellaneous-8/Citizen-Request-Form-76

King City
https://www.citizenserve.com/Portal/PortalController?Action=showGeneral&ctzPagePrefix=Portal_&installationID=367

Marina
https://www.cityofmarina.org/requesttracker.aspx

Monterey
https://www.mymontereyportal.org/submit-service-request

Pacific Grove
https://pacificgroveca.qscend.com/311/request/add

Salinas
https://salinasca.qscend.com/311/request/add

Sand City
https://www.sandcity.org/contact-us/public-complaint-form

Seaside
https://seeclickfix.com/web_portal/LzEcqTL3af2AJMmzXZWiVD28/report/category

Soledad
https://www.cityofsoledad.com/report-issue/

Introduced: 6/26/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the County Administrative Office, Other General Expenditures (001-1050-CAO014-8039), to increase appropriations by $1,425,000, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034), for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH) (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to authorize and direct the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the County Administrative Office, Other General Expenditures (001-1050-CAO014-8039), to increase appropriations by $1,425,000, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034), for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH) (4/5ths vote required).

SUMMARY/DISCUSSION:
The County Administrative Office (CAO) requests to increase appropriations in the amount of $1,425,000 in Fund 001, Budget Unit 8039, Appropriation Unit CAO014 of its Fiscal Year (FY) 2024-25 Adopted Budget. This increase will be funded by General Fund Contingencies in Fund 001, Budget Unit 8034, Appropriation CAO020 for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH).

Senate Bill 184 (SB184) added section 4336 to the WIC to implement a growth cap program for all counties for individuals committed pursuant to Section 1370 of the Penal Code. The growth cap program was deemed by the legislature as an actionable solution to address the increasing number of individuals with serious mental illness who become justice-involved and deemed Incompetent to Stand Trial (IST) on felony charges by helping to ensure that the expansion of DSH-funded community-based care does not create unintended incentives that result in an increased number of individuals being found IST on felony charges. WIC section 4336 establishes a growth cap for each county for felony IST determinations and includes a county redirection of funds that is aimed at supporting county activities that will divert individuals with serious mental illnesses away from the criminal justice system and lead to the reduction of felony IST determinations.

Under Section 4336, each county's baseline was based on IST determinations for FY 2021-22. For

Monterey, the baseline number is set at 59. Beginning in FY 2022-23, counties that exceed their IST Baseline are penalized based on a complex formula that escalates the payment amount by 50%, 75% and 100% of the state hospital rate for the 5th - 7th, 8th and 9th, and 10th IST above the growth cap, respectively. In FY 2022-23, Monterey had a total of 44 commitments and did not exceed the growth cap. In FY 2023-24, Monterey had a total of 84 commitments, exceeding the 59-growth cap by 25, resulting in a penalty of $1,425,000 owed to DSH. Payment to DSH is due by August 27, 2025. These funds will be deposited into the Mental Health Diversion Fund by DSH, and 100% of the funds paid by the county will be returned to the county within 45 days after receipt and approval of a required expenditure plan.

This request will provide the CAO with the funding and appropriations needed to pay the $1,425,000 IST Growth Cap invoice payable to DSH and due by August 27, 2025.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office received approval from the Budget Committee to present this recommendation directly to the Board of Supervisors for consideration. The request to bypass the Budget Committee was approved on June 26, 2025. The CAO has created a workgroup between the Sheriff's Office, Public Defender's Office, District Attorney's Office, and Health Department Behavioral Health Bureau to strategize on the County's approach to minimize or prevent future IST Growth Cap penalties.

FINANCING:
The request for appropriations is funded by General Fund Contingencies (001-8034-CAO020), where Contingencies has sufficient appropriations. The balance of the FY 2024-25 General Fund Contingencies after this recommended action will be $1,952,855.

Prepared by: Raquel Escorcia, Interim County Budget Director, ext. 5030

Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309
Attachments: Resolution; Attachment A - State of California Department of State Hospitals Department Letter 23-003

Introduced: 6/26/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the County Administrative Office, Other General Expenditures (001-1050-CAO014-8039), to increase appropriations by $1,425,000, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034), for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH) (4/5ths vote required).

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Senate Bill 184 (SB184) added section 4336 to the WIC to implement a growth cap program for all counties for individuals committed pursuant to Section 1370 of the Penal Code. The growth cap program was deemed by the legislature as an actionable solution to address the increasing number of individuals with serious mental illness who become justice-involved and deemed Incompetent to Stand Trial (IST) on felony charges by helping to ensure that the expansion of DSH-funded community-based care does not create unintended incentives that result in an increased number of individuals being found IST on felony charges. WIC section 4336 establishes a growth cap for each county for felony IST determinations and includes a county redirection of funds that is aimed at supporting county activities that will divert individuals with serious mental illnesses away from the criminal justice system and lead to the reduction of felony IST determinations.

Under Section 4336, each county's baseline was based on IST determinations for FY 2021-22. For

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OTHER AGENCY INVOLVEMENT:
The County Administrative Office received approval from the Budget Committee to present this recommendation directly to the Board of Supervisors for consideration. The request to bypass the Budget Committee was approved on June 26, 2025. The CAO has created a workgroup between the Sheriff's Office, Public Defender's Office, District Attorney's Office, and Health Department Behavioral Health Bureau to strategize on the County's approach to minimize or prevent future IST Growth Cap penalties.

FINANCING:
The request for appropriations is funded by General Fund Contingencies (001-8034-CAO020), where Contingencies has sufficient appropriations. The balance of the FY 2024-25 General Fund Contingencies after this recommended action will be $1,952,855.

Prepared by: Raquel Escorcia, Interim County Budget Director, ext. 5030

Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309
Attachments: Resolution; Attachment A - State of California Department of State Hospitals Department Letter 23-003

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No. ____:	)
Adopt a resolution to:	)
Authorize and direct the Auditor-Controller to	)
amend the FY 2024-25 Adopted Budget for the	)
County Administrative Office, Other General	)
Expenditures (001-1050-CAO014-8039), to increase	)
appropriations by $1,425,000, financed by a decrease	)
in appropriations in General Fund Contingencies	)
(001-1050-CAO020-8034), for payment of the	)
County's FY 2023-24 Incompetent to Stand in Trial	)
(IST) growth cap and penalty payment per Welfare	)
& Institutions Code (WIC) 4336 to the State of	)
California Department of State Hospitals (DSH)	)
(4/5^{ths} vote required).....	)

WHEREAS, Senate Bill 184 (SB184) added section 4336 to the WIC to implement a growth cap program for all counties for individuals committed pursuant to Section 1370 of the Penal Code;

WHEREAS, the growth cap program was deemed by the legislature as an actionable solution to address the increasing number of individuals with serious mental illness who become justice-involved and deemed Incompetent to Stand Trial (IST) on felony charges by helping to ensure that the expansion of DSH-funded community-based care does not create unintended incentives that result in an increased number of individuals being found IST on felony charges;

WHEREAS, WIC section 4336 establishes a growth cap for each county for felony IST determinations and includes a county redirection of funds that is aimed at supporting county activities that will divert individuals with serious mental illnesses away from the criminal justice system and lead to the reduction of felony IST determinations;

WHEREAS, beginning in FY 2022-23, counties that exceed their IST Baseline are penalized;

WHEREAS, in FY 2023-24, County of Monterey had a total of 84 commitments, exceeding the 59-growth cap by 25, resulting in a penalty of $1,425,000 owed to DSH. These funds will be deposited into the Mental Health Diversion Fund by DSH, and 100% of the funds paid by the county will be returned to the county within 45 days after receipt and approval of a required expenditure plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, as follows:

Authorize and direct the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the County Administrative Office, Other General Expenditures (001-1050-CAO014-8039), to increase appropriations by $1,425,000, financed by a decrease in appropriations in General Fund Contingencies (001-1050-CAO020-8034), for payment of the County's FY 2023-24 Incompetent to Stand in Trial (IST) growth cap and penalty payment per Welfare & Institutions Code (WIC) 4336 to the State of California Department of State Hospitals (DSH) (4/5^{ths} vote required).

PASSED AND ADOPTED on this 1st day of July 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board Supervisors duly made and entered in the minutes thereof at page _____ of Minute Book _____, on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California.

By_____
Deputy

Office of the Director
1215 O Street
Sacramento, California 95814
www.dsh.ca.gov

Attachment A

DEPARTMENT LETTER: 23-003 (Supersedes DL 22-003)

August 1, 2023

TO: ALL COUNTY CHIEF ADMINISTRATIVE/EXECUTIVE OFFICERS

SUBJECT: INCOMPETENT TO STAND TRIAL GROWTH CAP AND PENALTY PAYMENTS-WELFARE & INSTITUTIONS CODE (WIC) 4336

EXPIRES: When Noticed

Purpose

In December 2022 the Department of State Hospitals (DSH) released Departmental Letter (DL) 22-003 to inform counties of recent statutory requirements included in Senate Bill (SB) 184 (Chapter 47, Statutes of 2022) that established a growth cap for all counties for individuals committed as Incompetent to Stand Trial (IST) on felony charges pursuant to Section 1370 of the Penal Code. The DL outlined the methodology for the IST determination counts and the rate that would be applied for potential penalty payments and the fiscal year (FY) 2021-22 baseline felony IST determination counts for each county were provided at that time.

Also, during the course of 2022-23, DSH provided unreconciled data for each county's IST determination counts for the first two quarters of the fiscal year. Following the release of this information, DSH received multiple inquiries regarding the methodology applied for IST determination counts and requests to support a dispute process. In response to these inquiries, DSH opened a collaborative dialogue with a coalition of county representatives between April and June 2023. Following the discussions, DSH has updated three primary components of the growth cap program: the methodology utilized for IST determination counts applied to the 2021-22 baseline year and subsequent fiscal years; the penalty rate a county would be potentially charged for the number of IST determinations that exceed the baseline; and implementation of a dispute process for IST determination counts reported by DSH to each county. DL 23-003 supersedes DL 22-003 and makes specific the IST growth cap and penalty payment.

Background

The Legislature enacted Welfare & Institutions Code (WIC) section 4147 through the passage of Assembly Bill 133 (Chapter 143, Statutes of 2021) and the Budget Act of 2021 (Chapter 69, Statutes of 2021), which charged the California Health & Human Services Agency (CalHHS) and DSH to convene an IST Workgroup comprised of state, local, advocacy and family member representatives to identify actionable

solutions that address the increasing number of individuals with serious mental illness who become justice-involved and deemed IST on felony charges. The strategies and solutions identified by this Workgroup culminated in a report published on November 30, 2021, and can be found at the following link: IST Solutions Report (Final).pdf (ca.gov).

Subsequently, the 2022 Budget Act authorized DSH to implement many of the recommended strategies and solutions and appropriated DSH $535.5 million in 2022-23 increasing to $638 million ongoing by 2025-26. The components of the IST solutions provide early stabilization, care coordination, expand community-based treatment and diversion options for felony ISTs by 5,000 beds over four years, improve IST discharge planning and coordination, implement a pilot for independent placement panels, and improve alienist training. To effectively implement these new and expanding programs and services, new and updated statutory language was enacted in budget trailer bill SB 184 (Chapter 47, Statutes of 2022). These solutions together will help reverse the cycle of criminalization for individuals with serious mental illnesses and increase community transitions for state hospital patients.

To help ensure that the expansion of DSH-funded community-based care does not create unintended incentives that result in an increased number of individuals being found IST on felony charges, WIC section 4336 establishes a growth cap for each county for felony IST determinations and includes a county penalty if a county exceeds its growth cap. WIC section 4336 also creates the Mental Health Diversion (MHD) Fund in the State Treasury for deposit of penalty payments collected from counties. The funds collected in the MHD Fund shall be used for the purpose of supporting county activities that will divert individuals with serious mental illnesses away from the criminal justice system and lead to the reduction of felony IST determinations. Disbursements made to a county from the MHD shall equal the penalty payment made into the fund by that county. Counties that are not charged any penalties will not receive any disbursements from the MHD.

General IST Growth Cap Program Overview

Per WIC section 4336, county baselines are established by using total felony IST determinations made in FY 2021-22. Beginning in FY 2022-23, if a county's total number of annual felony IST determinations exceeds the county's baseline, the county will be subject to a penalty payment. DSH will calculate the county's penalty and a county shall remit the penalty payment to DSH for deposit into the MHD Fund. A county may make penalty payments from any local funding source.

DSH will subsequently make payment back to a county from the MHD Fund equivalent to the penalty payment amount paid by the county. All funds a county receives from the MHD Fund must be used to support local initiatives designed to prevent the arrest of individuals with serious mental illnesses. Counties subject to penalty payments pursuant to WIC section 4336 will be required to submit a plan for the use of funds in accordance with one or more of the activities outlined below prior to disbursement to the county. After funds from the MHD have been received by a county and beginning

in 2024-25, the county will be required to report to DSH annually regarding the actual use of the funds. DSH will provide direction to counties on the required format and contents of the expenditure plan by October 31, 2023, and annual report by July 1, 2024.

Funds paid to a county from the MHD Fund shall be used to support one or more of the following activities:

1. Pre-booking MHD to serve those with serious mental illness and prevent their felony arrest. This may include funding the treatment, support services, or housing of individuals who have been approved by a court to participate in Care Court. The target population that shall be served are individuals demonstrating psychosis manifesting as hallucinations, delusions, disorganized thoughts, or disorganized behavior at the time of the interaction.
2. Post-booking MHD, which may include treatment, support services, and housing, to serve those with serious mental illness and who are likely to be found IST, to prevent the IST determination and divert the individual from incarceration. The target population that shall be served are individuals diagnosed with a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including, but not limited to, bipolar disorder, schizophrenia, and schizoaffective disorder but excluding a primary diagnosis of antisocial personality disorder, borderline personality disorder, and pedophilia, and who are presenting non-substance-induced psychotic symptoms.
3. Re-entry services and support, which may include housing, to serve those who have been restored to competency following a felony IST commitment and directly released to the community from jail.

Growth Cap Data Provided to Counties

Summarized Data: 2021-22 Baseline and 2022-23	This letter includes a revised report identifying for each county its reconciled 2021-22 IST determination counts (Attachment A) in accordance with the updates outlined in the *IST Determination Methodology* section below. This revised report supersedes any prior reports provided. This will serve as each county's baseline number of IST determinations for future penalty calculations. Also included in this letter is a report of each county's unreconciled IST determination data for the first, second and third quarter of FY 2022-23 (Attachment B). This data is provided to help a county assess how FY 2022-23 IST determinations are trending in comparison to the county's FY 2021-22 baseline numbers to determine whether the county may be subject to a potential Growth Cap penalty.
Future Year Summary Data	Moving forward, within 60 days of the end of each quarter, DSH will provide counties with a progress report of the quarter's unreconciled IST determination data along with a summary of year-to-date IST

	determination data. Additionally, reference to the FY 2021-22 baseline felony IST counts will be provided as a comparison to monitor trends. On an annual basis and by statute, DSH is required to do a final reconciliation of IST determination data by September 30th each year. In order to meet this deadline, DSH will include all IST commitment records received by DSH by August 31st each year. By the end of October, DSH will then provide counties with a final report summarizing the four quarters of reconciled IST determination data from the prior fiscal year. Please refer to Attachment C for details regarding the new IST determination methodology.
Individual Level Data	Individual level data that supports the IST determination numbers tabulated by DSH will be made available to each county for review and analysis. As this data represents sensitive patient-specific information, distribution shall be limited to a representative who is authorized to receive this data on behalf of the county. Counties will need to designate an authorized representative who will serve as a primary point of contact to receive the individual level data in accordance with DSH guidance. Please refer to Attachment D for more information on how to designate a county representative to receive the detailed individual-level data.
Dispute of IST Determination Count	If a county believes the IST determination numbers identified for the FY 2021-22 baseline levels and subsequent years is incorrect due to missing and/or updated individual IST commitment records, the county may seek resolution through a dispute process with DSH. Please refer to Attachment E for more information on the process for disputing IST determination numbers.

Growth Cap Penalty Rates, Payment and Required County Reports

For counties subject to penalty payments under the IST Growth Cap, the invoicing process, timeline, and distribution of funds from the MHD Fund is outlined below.

Penalty Rates: DSH has established a tiered rate structure to calculate potential penalty payments which takes into account, a county's participation in a DSH-funded IST treatment program. The initial basis for the rate supports the average annual cost of IST treatment. Please refer to Attachment F for more information on the rates established for 2022-23 penalties.

Invoices: Annually from February to May, invoices will be sent out 30 days following the dispute outcome or, if no dispute is filed, following the termination of the dispute window.

1. County payments are due 90 days following receipt of invoice (per statute).
2. Money will be issued back to counties 45 days after receipt and approval of expenditure plan.

Required County Reports: Beginning October 1, 2024, and annually thereafter, all counties assessed a penalty payment must submit a report to DSH detailing the use of the funding paid from the MHD Fund to support local activities as described under "General Program Overview." DSH shall provide direction to counties on the required format and content of the report no later than July 1, 2024.

Timelines

Below is a summary of important milestones regarding the implementation of WIC 4336. All items reflected shaded in light blue denote responsibilities of the county to submit information to DSH. All other items denote DSH action.

Timeline	Action	Process
August 2023	Revised Report Issued by DSH	Updated 2021-22 IST Determination Baseline provided (Attachment A) New Report of unreconciled data for the first, second & third quarters of 2022-23 provided (Attachment B)
August 1, 2023, through October 31, 2023 (or through November 30, 2023, if 30-day extension requested)	**County Baseline Dispute Window – One Time**	**County window to submit a dispute regarding 2021-22 IST determination baseline** County may request a one-time extension of up to 30 days
November 1, 2023, through January 31, 2024 (or through February 29, 2024, if extension requested)	DSH Review Period – One Time	DSH window to review 2021-22 IST baseline disputes and provide response to county
Quarterly	Report Issued by DSH	Unreconciled progress reports issued 60 days following end of each quarter: • Quarter 1: July – September • Quarter 2: October – December • Quarter 3: January – March • Quarter 4: April – June *DSH will also share individual level details of each IST determination with County representatives authorized to receive such information.*

October 31, 2023	Notice Issued by DSH	Expenditure plan format and required contents will be provided to counties.
By the end of October 2023 and ongoing annually	Report Issued by DSH	Annual report issued of four quarters of reconciled IST determination data from the prior FY and notice of any change in methodology related to the calculation of the bed rate for the upcoming year. *Authorized county representatives will also receive individual level details of each IST determination accounted for and reconciled by DSH.*
November 1, 2023, through January 31, 2024	**County Dispute Window**	**County annual window to submit a dispute regarding reconciled IST determination data for the prior FY to DSH.**
February 1 to April 30, 2024	DSH Review Period	DSH window to review disputes and provide response to county.
February to May annually	DSH Issues Penalty Invoices	Following the DSH Review Period, Invoices will be sent to county if penalty payment for prior year is owed.
90 days after receipt of Invoice	**Payment Due to DSH**	**County penalty payments are due to DSH.**
45 days after formal county expenditure plan is received by DSH	Payment Issued to Counties	Money issued back to the county via the MHD Fund after receipt and approval of expenditure plan.
July 1, 2024 - One Time	Notice Issued by DSH	Report format and required contents will be provided to counties.
Beginning October 1, 2024, and ongoing annually	**Report Due from Counties**	**Counties assessed a penalty payment must submit a report to DSH detailing the use of funding received from the MHD and spent in the prior fiscal year.**

If you have any questions or require additional information, please send inquiries to: DSHISTGrowthCap@DSH.CA.GOV.

Original Signed By



Stephanie Clendenin
Director
Department of State Hospitals

cc: All counties' Behavioral Health Directors
All counties' Sheriffs
All counties' Public Defenders
All counties' District Attorneys
All Presiding Judges of the Superior Courts of California
State Controller's Office

Attachment(s):

Attachment A – FY 2021-22 IST Baseline Determination Data
Attachment B - FY 2022-23 unreconciled IST Determination Data
Attachment C - IST Determination Methodology
Attachment D – Designation of Authorized Representative
Attachment E – Dispute Process
Attachment F – Penalty Rates

Introduced: 6/20/2025
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

PLN210061 - JOHNSON HAL W JR & ALLISON H

Public hearing to consider an appeal of the Monterey County Planning Commission's decision to allow construction of a 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage and associated site improvements; approximately 3,095 square feet of development on slopes in excess of 30%, 500 square feet of which is for the residence and 2,611 for the associated site improvements; removal of four protected trees; development within 50 feet of a coastal bluff; and development within 750 feet of known archaeological resources.

Project Location: 226 Highway 1, Carmel, Carmel Area Land Use Plan, Coastal Zone

Proposed California Environmental Quality Act ("CEQA") action: Adopt a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074 and adopt a Mitigation Monitoring and Reporting Plan.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors adopt a resolution:
1) Adopting a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074;
2) Denying an appeal of the Monterey County Planning Commission's May 28, 2025 decision to approve the Combined Development Permit (PLN210061); and
3) Approving a Combined Development Permit consisting of a:
a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence with an attached garage, and associated site improvements including an auto-court, access road improvements, patios, an emergency fire access stairway, tiered retaining walls, septic tank, installation of a centralized water quality treatment for the Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;
c. Coastal Development Permit to allow the removal of four trees, including three Monterey cypress and one Monterey pine;
d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;
e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and
4) Adopting a Condition of Approval and Mitigation Monitoring and Reporting Plan.

The attached draft resolution includes findings and evidence for consideration (**Attachment B**). Staff recommends denial of the appeal and approval of the project subject to 28 conditions of approval.

PROJECT INFORMATION:
Owner: Johnson, Hal W Jr & Allison H
Agent: Carla Hashimoto, Eric Miller Architects, Inc.
APN: 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000
Zoning: Low Density Residential, 1 acre per unit, with a Design Control Overlay, in the Coastal Zone [LDR/1-D (CZ)]
Parcel Size: 0.63 acres (27,400 square feet)
Plan Area: Carmel Area Land Use Plan
Flagged and Staked: Previously, Flagging Removed and Photo-Simulations Provided
Planner: Phil Angelo, Senior Planner
(831) 784-5731
AngeloP@CountyofMonterey.gov

SUMMARY:
The project consists of constructing a single-family residence and associated site improvements on a vacant, highly constrained lot in the Carmel Highlands. The residence would be 3,525 square feet, inclusive of a 244 square foot single-car garage. The project also involves approximately 3,095 square feet of development on slopes in excess of 30% (500 square feet for the residence, and 2,095 for the associated site improvements), removal of four protected trees (three Monterey cypress and one Monterey pine), development within 50 feet of a coastal bluff, and development within 750 feet of known archaeological resources. Earthwork associated with the project involves approximately 700 cubic yards of cut and 390 cubic yards of fill.

The project was considered by the County of Monterey Planning Commission on October 30, 2024 and again on May 28, 2025. After public testimony and deliberation, at the October 2024 hearing the Planning Commission initially made a motion of intent to deny the project as it was proposed, continuing the hearing on the item to a date uncertain. The primary issues raised at the October hearing were the scale of development given the constrained nature of the site, particularly development on slopes and whether setback Variances) were appropriately justified. The Commission also had questions on the visual resources policies of the Carmel Area Land Use Plan and the geologic hazards analysis.

After the October 2024 hearing, the applicant's agents requested the opportunity to redesign the project to address the issues raised by the Planning Commission. Staff met with the applicants several times over the following months and in April 2025 they submitted revised plans with supplemental materials. The revised plans reduce the amount of development on slopes, the amount of grading, and the number of trees proposed for removal. The revised plans also minimize the visibility of structures from public viewing areas, eliminate the need for Variances, and addressed geologic hazard concerns raised. The revised proposal aligns with the constrained nature of the site and the underlying intent of the LUP and its implementing regulations (Coastal Implementation Plan; Part 4), which require subordinating development to its surrounding environment. The project returned to the Planning Commission on May 28, 2025. There, the commission unanimously adopted a resolution approving it with the revised design.

On June 9, 2025, the County received a timely appeal by Rutan and Tucker, LLP, representing the owners of the property at 230 Highway 1. The appeal contends that the project does not conform to key provisions of the Carmel Area Land Use Plan (LUP) and Monterey County Coastal Implementation plan (CIP) regarding development on slopes in excess of 30 percent, retention of native vegetation and trees, and scenic resources. It also contends that there is a fair argument of significant environmental impacts necessitating preparation of an Environmental Impact Report (EIR), and that the Planning Commission did not approve or justify Variances that would be needed for the project.

County staff have reviewed the contentions and do not believe they have merit. The project has been reviewed thoroughly for consistency with the policies of the LUP and the regulations in the CIP. Through the development review process the applicants responded to several rounds of comments and substantially re-designed the project in order to conform to the LUP and CIP. Our analysis is that the Mitigated Negative Declaration is the appropriate and is supported by substantial evidence. As designed, the project would also not require setback Variances, which is consistent with the interpretation for structures below grade dated December 28, 2006. Therefore, staff are recommending denial of the appeal and approval of the project.

Compiled public comments from the previous hearings, including from the applicant and appellant, are included in **Attachment G** for reference.

DISCUSSION:
A detailed discussion is included in **Attachment A**.

OTHER AGENCY INVOLVEMENT:
The project includes connecting to and installing water treatment system improvements for Highway 1 Water Distribution System No. 12, which has a Water Distribution System (WDS) permit from the Monterey Peninsula Water Management District (MPWMD) (permit number M13-05-L2). Staff reached out to the MPWMD regarding potential District permitting requirements. They confirmed that, because the WDS permit included three connections, including one for this property, and the project did not entail an additional water system connection, it would not be required to amend the WDS permit but MPWMD would require a water permit to ensure that the number of water fixtures do not exceed the production limitations imposed by the WDS permit. Should the project be approved, the water permit would be secured during the construction permit process.

The County also referred the project to Caltrans District 5 for review. Caltrans staff stated that the project would require an encroachment permit from their office and encouraged concurrent submittal and review of the County permitting and Caltrans permits. The applicants submitted their application for an encroachment permit to Caltrans for its review.

The project's Can and Will serve letter from the Carmel Area Wastewater District (CAWD) references a private "Highlands Point" association that manages the sewer lateral for this area. Staff reached out to CAWD staff regarding the project. CAWD's district engineer indicated that it would require authorization from the properties served by this system prior to issuance of a sewer connection permit. Therefore, Condition of Approval No. 28 is recommended, which requires a sewer connection

permit from CAWD prior to issuance of grading or building permits. At the October 30, 2024 hearing, the project proponents objected to the language of Condition of Approval No. 28, as it required individual approval of the members of the Highlands Point association. At the hearing, staff prepared revised condition language that would require the applicant to provide the County with an approved sewer connection permit from CAWD, but not approval from the Highlands Point Association. After the hearing, CAWD staff reviewed the revised language and did not see the justification for the change, as approval from the association would be required for their permit process, and it is an issue the applicant must address regardless. Staff understands this perspective, but recommends that the revised language be retained; such language does not require direct approval from the Highlands Point association. This removes the County from the position of interpreting a private management agreement between several property owners.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
Pursuant to Public Resources Code section 21083, and California Environmental Quality Act (CEQA) Guidelines sections 15063(a) and 15063(b)(2), the Lead Agency shall conduct an Initial Study to determine if the Project may have a significant effect on the environment. Should the Lead Agency find no substantial evidence that the Project or any of its aspects may cause a significant effect on the environment, it shall prepare a Negative Declaration (or, if this finding may be reached with mitigation applied, as here, a Mitigated Negative Declaration) if there is.

The Initial Study and Mitigated Negative Declaration (**Attachment C**) were prepared in accordance with the CEQA Guidelines; filed with the County Clerk on July 11, 2024; and circulated for public review from July 11, 2024 through August 12, 2024 (State Clearinghouse Number 2024070467).
The Initial Study identified potential impacts to archaeological/tribal cultural resources which could be mitigated to a less than significant level with the imposition of Mitigation Measures, CUL-1 (Condition No. 18), CUL-2 (Condition No. 19), CUL-3 (Condition No. 20), CUL-4 (Condition No. 21), and TR-CUL-1 (Condition No. 22), and the County's standard positive archaeological stop work condition (Condition No. 3).

All other subject areas studied for project impacts would either have no impact or a less than significant impact with the application of uniformly applicable regulations for development projects and standard conditions of approval. The County received one comment letter regarding the Initial Study during the circulation period, which is also attached to the Notice of Appeal **Attachment D**. Responses to the key contentions in the comment letter are included in the draft resolution **Attachment B**. Additionally, in response to comments, staff clarified, amplified, and corrected specific sections of the Initial Study, which are indicated in strikethrough and underline in **Attachment C**. However, none of the raised concerns or alterations trigger the requirement to recirculate the Initial Study and Mitigated Negative Declaration pursuant to CEQA Guidelines section 15073.5.

FINANCING:
Funding for staff time associated with this project is included in the FY2024-25 and FY2025-26 Adopted Budgets for HCD, Appropriation Unit HCD002, Unit 8543.

Flat fees were charged for the initial permit application and for the preparation of the Initial Study and Mitigated Negative Declaration to partially recuperate costs associated with permit processing and

environmental review. However, no fee is charged for the appeal of Coastal Development Permits appealable to the California Coastal Commission.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:
X Administration
__Economic Development
__Health & Human Services
__Infrastructure
__Public Safety

LUAC REVIEW:
The project was referred to the Carmel Unincorporated/Highlands Land Use Advisory Committee (LUAC), who reviewed the project at their December 5, 2022 meeting. The LUAC had questions regarding site access, the Variance to reduce the front setback along Highway 1, the slope of the site, the water and sewer system, construction schedule, and roofing material. The architect was present and addressed the LUAC's questions, and the LUAC voted 6-0 with 1 absent to recommend approval as proposed (**Attachment F**).

Prepared by: Phil Angelo, Senior Planner x5731
Reviewed and Approved by: Craig Spencer, HCD Director

The following attachments are on file with the HCD:
Attachment A - Discussion
Attachment B - Draft Resolution, including:
- Recommended Condition of Approval
- Coastal Hazards Deed Restriction Language
- Site Plans, Floor Plans, Elevations, and Colors and Materials

Attachment C - Clarified and Amplified Initial Study and Mitigated Negative Declaration
Attachment D - Notice of Appeal
Attachment E - Planning Commission Resolution No. 25-013
Attachment F - Carmel Unincorporated/Highlands LUAC Meeting Minutes
Attachment G - Compiled Public Comments
Attachment H - Vicinity Map

cc: Front Counter Copy; Carmel Highlands FPD; HCD-Engineering Services, HCD-Planning; HCD-Environmental Services; Environmental Health Bureau; Phil Angelo, Senior Planner; Anna Ginette Quenga, AICP, Principal Planner; Melanie Beretti, AICP, Chief of Planning; M Johnson Hal W Jr & Allison H, owner/applicant; Carla Hashimoto, Eric Miller Architects, Agent; The Open Monterey Project (Molly Erickson); LandWatch; Lozeau Drury LLP; Keep Big Sur Wild, Christina McGinnis; Patrick Treanor, Carmel Area Wastewater District; Heather Roberts, Interested Party;

Tom Oliveri, Interested Party; Tom “Little Bear” Nasan, Esselen Tribe of Monterey County; Alex J Lorca of Fenton & Keller, Interested Party; Stephanie Kister, Monterey Peninsula Water Management District; Matthew D Francois of Rutan & Tucker LLP, Interested Party; Kristie M Campbell of Fenton & Keller, Interested Party; Heide Cortapassi, Interested Party; Dennis Chambers, Interested Party; Jennifer Breitwischer, Interested Party; Eileen Stephens, California Department of Transportation District 5; Christina McGinnis, Keep Big Sur Wild; Project File PLN210061.

County of Monterey

Board Report

Legistar File Number: RES 25-104

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/20/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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Flagged and Staked: Previously, Flagging Removed and Photo-Simulations Provided
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FINANCING:
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This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Initiatives:
X Administration
__Economic Development
__Health & Human Services
__Infrastructure
__Public Safety

LUAC REVIEW:
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Prepared by: Phil Angelo, Senior Planner x5731
Reviewed and Approved by: Craig Spencer, HCD Director

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Attachment D - Notice of Appeal
Attachment E - Planning Commission Resolution No. 25-013
Attachment F - Carmel Unincorporated/Highlands LUAC Meeting Minutes
Attachment G - Compiled Public Comments
Attachment H - Vicinity Map

cc: Front Counter Copy; Carmel Highlands FPD; HCD-Engineering Services, HCD-Planning; HCD-Environmental Services; Environmental Health Bureau; Phil Angelo, Senior Planner; Anna Ginette Quenga, AICP, Principal Planner; Melanie Beretti, AICP, Chief of Planning; M Johnson Hal W Jr & Allison H, owner/applicant; Carla Hashimoto, Eric Miller Architects, Agent; The Open Monterey Project (Molly Erickson); LandWatch; Lozeau Drury LLP; Keep Big Sur Wild, Christina McGinnis; Patrick Treanor, Carmel Area Wastewater District; Heather Roberts, Interested Party; Tom Oliveri, Interested Party; Tom "Little Bear" Nasan, Esselen Tribe of Monterey County; Alex J Lorca of Fenton & Keller, Interested Party; Stephanie Kister,

Monterey Peninsula Water Management District; Matthew D Francois of Rutan & Tucker LLP, Interested Party; Kristie M Campbell of Fenton & Keller, Interested Party; Heide Cortapassi, Interested Party; Dennis Chambers, Interested Party; Jennifer Breitwischer, Interested Party; Eileen Stephens, California Department of Transportation District 5; Christina McGinnis, Keep Big Sur Wild; Project File PLN210061.

Attachment A

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ATTACHMENT A
DISCUSSION

INTRODUCTION

The project consists of constructing a single-family residence and associated site improvements on a vacant, highly constrained lot in the Carmel Highlands. The residence would be 3,525 square feet, inclusive of a 244 square foot single-car garage. Associated site improvement include a driveway and flatwork, tiered retaining walls, an emergency fire access stairway, and paving of the access road leading to the site. Utility improvements consist of installation of a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and an approximately 400 lineal feet sewer line running along the access driveway leading to the site. The project also involves approximately 3,095 square feet of development on slopes in excess of 30% (500 square feet for the residence, and 2,095 for the associated site improvements), removal of four protected trees (three Monterey cypress and one Monterey pine), development within 50 feet of a coastal bluff, and development within 750 feet of known archaeological resources. Earthwork associated with the project involves approximately 700 cubic yards of cut and 390 cubic yards of fill.

The project was considered by the County of Monterey Planning Commission on October 30, 2024 and again on May 28, 2025. Between the two hearings, the project was substantially re-designed to address Planning Commission comments from the October 2024 hearing, and on May 28, 2025, and the commission unanimously adopted a resolution approving the project with the revised design. On June 9, 2025, the County received a timely appeal by Rutan and Tucker, LLP, representing the owners of the property at 230 Highway 1. The appeal contends that the project does not conform to key provisions of the Carmel Area Land Use Plan (LUP) and Monterey County Coastal Implementation plan (CIP) regarding development on slopes in excess of 30 percent, retention of native vegetation and trees, and scenic resources. It also contends that there is a fair argument of significant environmental impacts necessitating preparation of an Environmental Impact Report (EIR), and that the Planning Commission did not approve or justify Variances that would be needed for the project. The Notice of Appeal also incorporates by reference previous comments sent by Rutan and Tucker, LLP on August 12, 2024 and May 26, 2025. Staff have reviewed the contentions of the Notice of Appeal and have provided responses, as detailed below.

DEVELOPMENT ON SLOPES

The Notice of Appeal contends that *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to (1) restriction on developments on slopes exceeding 30 percent-the project involves approximately 3,095 square feet of development on slopes exceeding 30 percent,"*

The project includes 3,095 square feet of development on slopes in excess of 30%. As shown in **Figure 1** approximately 500 square feet of the development on slopes is for the residence (hatched purple) and 2,595 for the associated site improvements (retaining walls in blue, utility areas in yellow, flatwork in orange, and graded landscape areas in green). However, the development on slopes is consistent with the applicable policies Carmel Area Land Use Plan (LUP) and regulations of the Monterey County Coastal Implementation Plan (CIP) regarding development on slopes in excess of 30 percent.

LUP Policy 2.2.4.10.a and CIP section 20.146.030.C.1.a both state that buildings should not be located on slopes exceeding 30 percent. However, CIP section 20.146.030.C.1.a allows an exception to this where there is no alternative which would allow development to occur on slopes of less than 30 percent. Title 20 section 20.64.230 also prohibits development on slopes in excess of 30 percent unless a finding can be made, either that either there is no feasible alternative that would allow development to occur on slopes of less than 30 percent, or that the proposed development would better achieve the goals, policies and objectives of the County of Monterey Local Coastal Program than development alternatives. In this case, there is no alternative to avoid development on slopes.

The only contiguous area of the site not on slopes in excess of 30 percent is a narrow pad graded in the 1960's (approximately 1,875 square feet). Remaining areas to the east and west are highly constrained by a coastal bluff and steep slopes. This extremely constrained site, combined with the narrow width, makes it unavoidable to construct a residence and associated site improvements without developing on slopes in excess of 30 percent. Alternative designs have been considered in the course of review. The project has been re-designed to minimize development on slopes to the extent feasible. Between the project scope considered at the October 2024 Planning Commission meeting and the proposed project, development on slopes was reduced from approximately 6,758 square feet to 3,095 square feet, a reduction of 3,663 square feet or approximately 54%.

The residence itself has been both sited and designed to be on the flattest portion of the lot. The footprint of the proposed residence is 30 feet and 6 inches wide, which is wide enough for an entryway and two parking spaces (a single-car garage and a covered carport). The two parking spaces are required to meet the minimum off-street parking requirements of the zoning ordinance. The remaining 2,595 square feet of development on slopes would be for associated site improvements. A color-coded diagram in **Figure 2** (below) shows these different site improvements. These improvements would be necessary for the development of the site with a residence, regardless of the scale of the home, and are described in further detail below:

- The red hatched area is required for a fire truck turnaround.
- The purple area is a turnaround access easement for the water system well south of the property. To ensure public health and safety, all wells must be accessible by the required equipment and trucks needed for installation, maintenance, and repair.
- From south to north, the three yellow rectangles are a propane tank, a utility and trash enclosure, and a septic tank. The propane tank is underneath the area that would be required to be graded flat for a fire truck turnaround. The utility enclosure includes an electrical service panel and trash enclosure which are necessary to provide utility services to the project. The septic tank is required to provide wastewater service and has been sited to meet minimum setback requirements in Monterey County Code Chapter 15.20 Sewage Disposal: 5 feet between the tank and structures (retaining wall) and 100 feet from the tank to a body of water (the Pacific Ocean), which necessitates it being located on slopes.
- The orange area is a fire department-required access stair leading to Highway 1. The access stairway provides a second means of egress for emergency responders, as the only other way to access the site is through the fifteen-foot-wide driveway to the south, which has a hairpin turn leading to the site.

- The blue areas are the autocourt, which encompasses the fire truck turnaround and access easement to the well site. Additionally, this area needs to be wide enough to accommodate access to the residence and space for two-parking spaces, which is the minimum requirement of the zoning ordinance.
- The green and blue areas are necessary grading and retaining walls that are needed to keep the areas level for the other site improvements discussed above.

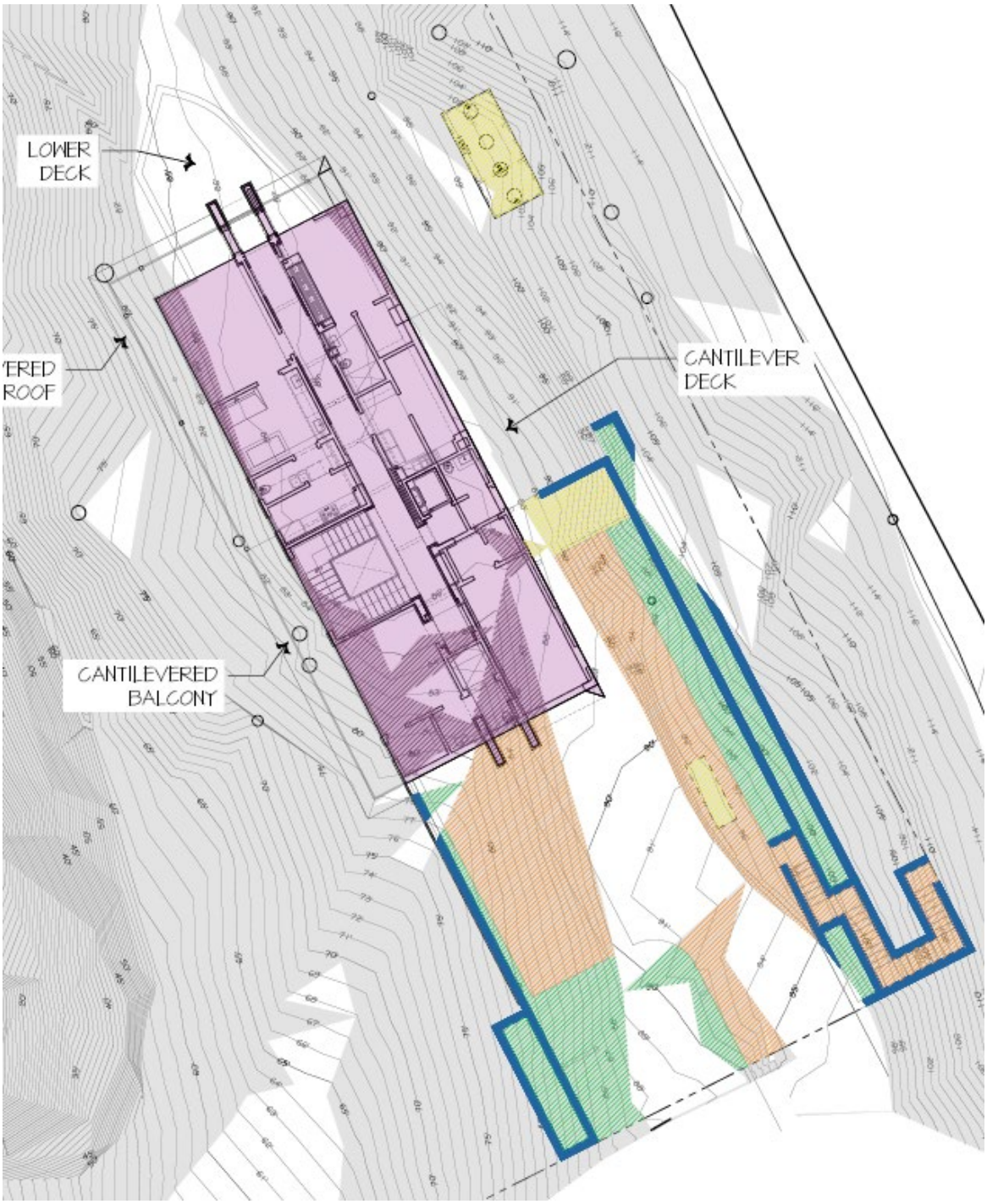


Figure 1: Revised April 10, 2025 Development on Slopes Site Plan.



Figure 2: Color Coded Site Improvements Diagram of the proposed project.

Another section of the CIP pertaining to development on slopes is section 20.146.120.A.6, which states that as a condition of development approval, all areas of a parcel containing slopes of 30 percent and greater shall be required to be placed in a scenic easement. In accordance with this policy, Condition No. 12 is recommended, which would place a conservation and scenic easement over those portions of the property exceeding 30 percent. The intent is that the

easement area include steep slopes west and northwest of the proposed residence, and exclude areas east of the residence the house and Highway 1, and exclude areas between the residence and south and southeasterly property lines. The approximate location of the easement is shown in teal in the site plan attached to **Attachment B**.

TREE AND VEGETATION REMOVAL

The Notice of Appeal contends that *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to… (2) retention of existing trees and native vegetation to the maximum extent possible—the project results in the removal of four protected trees (three Monterey Cypress and one Monterey Pine),"*

The project includes the removal of five trees. Removal of trees native trees is limited to the amount necessary for a proposed development and development must be reviewed and adjusted for siting, location, size and design as necessary to minimize tree removal in the Carmel Land Use Plan area. The project has been reviewed according to the policies and can be found consistent with the requirement of the Carmel Area Land Use Plan (LUP) and it's implementing regulations in the Monterey County Coastal Implementation Plan (CIP). One tree is a non-native Acacia that doesn't require a permit to remove. The other four are native trees that would require a Coastal Development Permit to remove, including three landmark Monterey cypress trees and one Monterey pine.

LUP policy 2.2.3.7 states that structures shall be located and designed to minimize tree removal and grading for building sites and access roads. CIP section 20.146.060.D.3 also dictates that the removal of native trees be limited to those necessary for the proposed development, and that development shall be required to be adjusted for siting, location, size, and design as necessary to minimize tree removal. Here, the proposed removal is the minimum under the circumstances. During development review, the project was re-sited and re-designed to reduce tree removal, resulting in the preservation of two Monterey cypress trees, #53 and #58. The remaining four trees are in the immediate footprint of the proposed residence. Siting of the proposed development is constrained by slopes, access, and other limitations. The Forest Management Plan states that the trees are generally in poor condition due to crown fragmentation, limb dieback, or uprooting, and would not be safe to retain when any development occurs near them. Therefore, alternatives such as re-siting, re-design, and reduction in development would not save these trees.

CIP section 20.146.060.D.6 requires replanting on a 1:1 basis of all trees greater than 12 inches in diameter. Therefore Condition No. 13 is recommended, which would require replanting of three Monterey cypress and one Monterey pine. To ensure that trees not being removed are protected through the construction process, and protected in accordance with the forester's recommendations, Condition No. 14 is recommended. This Condition would require the applicant install and implement tree protection measures recommended in the Forest Management Plan, provide photos documenting that the tree protection has been installed prior to commencement grading or construction permits, and verify if tree protection has been successful or if follow-up remediation measures or additional permits are required after construction.

SCENIC RESOURCES

The Notice of Appeal contends that *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to… (3) prohibition on development being visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn."*

This contention appears to interpret the text of the first sentence of LUP Policy 2.2.3.3, "New development on slopes and ridges within the public viewshed shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible from major public viewpoints and viewing corridors," to be a strict prohibition on visible development from public viewing areas.

I Here, however, the development will not be on a ridge. The Policy does not specify whether it intends that new development on slopes not be visible, or that new development on slopes where the slopes are within the public viewshed not be visible. However, the standard of review in the Carmel Area Land Use Plan is one of minimization, rather than total prohibition on visible development (such as the Big Sur Coast Land Use Plan Critical Viewshed). This reading is supported by the rest of the policy, the context of the LUP, and the existing pattern of development. Policy 2.2.3.3 continues, "New development in the areas of Carmel Highlands and Carmel Meadows must be carefully sited and designed to minimize visibility," which the project is consistent with. Additionally, if the policy were to be interpreted to prohibit development that is visible, an exception to this policy would be applicable, as provided Section 20.02.060 of the CIP (Part 1), because the application of such policy would preclude reasonable use of the property. The project's consistency with other scenic resource protection policies and regulations is further detailed below. Additionally, if the policy were to be interpreted to prohibit development that is visible, an exception to this policy would be applicable, as provided Section 20.02.060 of the CIP (Part 1), because the application of such policy would preclude reasonable use of the property. Therefore, staff do not believe this contention has merit.

Background

The project is subject to the Visual Resources and Visual Public Access protection policies of the Carmel Area Land Use Plan (LUP), it's implementing regulations in the Monterey County Coastal Implementation Plan (CIP, Parts 1 and 4).

The Key Visual Resources policy of the LUP states that to protect the scenic resources of the Carmel area in perpetuity, all future development within the viewshed must harmonize and be clearly subordinate to the natural scenic character of the area. All categories of public and private land use and development, including all structures, the construction of public and private roads, utilities, and lighting, must conform to the basic viewshed policy of minimum visibility except where otherwise stated in the LUP. Within the LUP area, the "public viewshed" is the composite area visible from major public use areas, including 17-Mile Drive views of Pescadero Canyon, Scenic Road, Highway 1, and Point Lobos Reserve. The property is in the Carmel Highlands area with a dominant visual character of dramatic rocky granitic cliffs and the Pacific Ocean. The primary built environment features are Highway 1, access roads, and an eclectic mixture of one and two-story custom single-family residences. The property is approximately 140 feet southwest of a visual access point identified in LUP Figure 3 (Local Coastal Program Public Access) and LUP

Section 5.3.4 as an existing bluff top vista point adjacent to the Highland Inn and is adjacent to Scenic Highway 1. Small portions of the project are visible from Highway 1 and the Vista Point. From the highway looking west, the top of the roof would be visible, with a vegetated hillside and another residence visible behind it. From the vista point looking north, the northwestern roof corner and a small portion of the glass balcony would be visible.

Highway 1 and Vista Point
LUP Policy 2.2.3.3 requires that new development on slopes within the public viewshed be sited within existing forested areas or in areas where existing topography can ensure that it would not be visible from major public viewpoints and viewing corridors, that new development in the Carmel Highlands be carefully sited and designed to minimize visibility, and that structures shall not be sited on non-forested slopes or silhouetted ridgelines. How this policy should be appropriately interpreted and applied to the project was one of the questions discussed at the October 2024 Planning Commission hearing, as the applicants were, and continue to, propose the planting of three screening trees along the northwest area of the site.

Staff's analysis is that development is required to be sited and designed in such a way that it is minimally visible within the existing natural landscape (rather than through alterations to the topography or planted screening). This idea of designing a project to be compatible with the existing land, rather than altering the land to conform to the demands of a project, is supported by various resource protection policies within the LUP. Using the LUP's key Visual Resource policy as an analytical lens, "development must harmonize and clearly subordinate to the natural character of the area." The introduction Section 1.4 of the LUP offers some additional context: "The area's charm includes structural features...but the natural grandeur of the area predominates." The CIP also allows landscaping screening where appropriate; CIP section 20.146.030.C.1.e states that native vegetation must be retained to the maximum extent possible, and landscaping screening may be used wherever a moderate extension of native forest areas is appropriate. When landscaping may be appropriate, CIP section 20.146.030.C.2 further clarifies that landscaping should only be used as a secondary protection of scenic quality and visual access. Based on the staff's analysis, the proposed project is consistent with LUP policies and CIP regulations pertaining to the protection, enhancement, and maintenance of visual resources.

The project is sited among trees but it would not be considered a forest. West of the proposed residence along the bluff edge, a 24-inch Monterey cypress would remain (Tree #53), and along the north and east of the site there would be several existing Monterey cypress trees of varying sizes (#55-58, along with others not numbered in the forest management plan) that would also be retained. The proposed project involves the planting of four native trees. Three of these trees will be planted to extend the continuity of the property's Cypress trees, which predominantly line the northern property line. However, these plantings aren't being relied upon to support the necessary finding that the project is subordinate to the surrounding area, as required by CIP sections 20.146.030.C.1.e and 20.146.030.C.2. As detailed below, the proposed residence is not on a ridgeline and has been carefully sited and designed to minimize visibility within the Carmel Highlands, from both the Highway 1 corridor and nearby vista point.

Along Highway 1, the project site slopes steeply down from the highway westward. The edge of Highway 1 is at an elevation of approximately 117 feet. The design presented at the October 2024

Planning Commission hearing had a ridge height of 108.5 feet, which would make it briefly visible to northbound motorists on Highway 1 (See below Figure 7). The proposed ridge height has been reduced by 2.5 feet (an elevation of 106 feet with a structure height of 22 feet from average natural grade), further reducing potential visibility from the highway. Similarly, the proposed residence has been re-sited and re-designed to pull the northwestern roof overhang and balcony (the only elements of the residence visible from the vista point) inland and minimize its visibility. In comparison to the project design presented at the October 2024 hearing, the northwestern corner of the proposed residence's roof would be sited 16 feet east and 7 feet and 10 inches south. This design change results in almost no visibility of the residence from the overlook. Additionally, the preservation of Tree #53 (landmark Cypress) behind the residence would assist in integrating the project into the surrounding vegetation.

LUP Visual Access Policies 5.3.3.4.a and 5.3.3.4.c require that visual access to the shoreline from major viewing corridors be protected for visitors and residents alike, and that structures and landscaping installed west of Highway 1 be sited and designed to retain public views of the shoreline and roads. The proposed residence would not obstruct views of the rocky promontories and bluffs along the shoreline that are currently visible from the vista point and Highway 1. The proposed natural, earth-toned colors and materials are compatible with the distant rocky cliffs, which help the residence be compatible with the natural landscape. Although the proposed structure would be heavily obscured from view by existing trees, it would be partially visible from the overlook. However, from the same overlook/vista point, when looking southwest beyond the proposed project, trees, access roads in the neighborhood, and other residences would all be prominently visible. Thus, the proposed project would be consistent with the existing natural and built environment, would not degrade the surrounding visual character of the area, and would not detract from the natural beauty of the scenic shoreline (LUP Policy 2.2.3.1).



Figure 3: Revised Photo-simulation View from Highway 1.



Figure 4: Photo-simulation View from Vista Point to the North.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The Notice of Appeal states that *"Additionally, there is a fair argument of significant environmental impacts related to these and other environmental resources requiring an environmental impact report pursuant to the California Environmental Quality Act (CEQA)."* The Notice of Appeal is referring to development on slopes, tree and vegetation removal, and scenic resources, all of which are addressed above.

The Notice of Appeal also attaches an August 12, 2024 letter previously submitted and considered by the County. Pg. 7, section 4 of the August letter contend that there is a fair argument that the project would have significant environmental impacts to Aesthetics, Biological Resources, Cultural Resources, Geology, Greenhouse Gas Emissions, Hazards, Hydrology, Land Use, Noise, and Tribal Cultural Resources. Without repeating all of the analysis in the Initial Study and Mitigated Negative Declaration (**Attachment C**) or draft resolution (**Attachment B**), County staff believe that the environmental analysis conducted for these subject areas is sound, and there is no substantial evidence in the record that supports a fair argument that the project may have a significant effect on the environment.

VARIANCES

The Notice of Appeal states *"The Planning Commission approved the project without approving requisite variances or making the findings needed to approve such variances."* The project includes a fence and two access gates, as well as terraced retaining walls within the front setbacks. Both the fences and these walls have been designed to be less than six feet in height.

Title 20 section 20.06.1200 defines "structures" to exclude fences under six feet, so they are not subject to setbacks. The December 28, 2006, HCD Monterey County Code (MCC) Interpretation, "County Setbacks for Structures Below Grade," states that as a matter of practice, retaining walls have been treated similarly to fences, making ones less than six feet not subject to setbacks. Based on this analysis, encroachment of both of these improvements into the setback is permissible.

The May 27 letter attached to the Notice of Appeal disagrees with this interpretation, as the MCC defines a structure as anything "constructed or erected, except fences under six feet in height, the use of which requires location on the ground or attachment to something having location on the ground, but not including any trailer or tent" (Title 20 section 20.06.1200). Further, interpreting retaining walls to be similar to fences would impermissibly add word to the language of the ordinance. (See *People v. Leal* (2004) 33 Cal.4th 999, 1008.)

While the MCC definition of a structure includes anything constructed or erected upon the ground or attached to something on the ground, and that the zoning ordinance generally provides that setbacks are established between structures and either property lines or rights of way, retaining walls less than six feet tall have generally not been considered "structures" for purposes of setbacks. Reading the definition as applicant suggests would lead to absurd results and contravene the policy underpinnings of the County Zoning Code, in violation of standard statutory interpretation principles. (*Weber v. Superior Court* (2024) 101 Cal.App.5th 342, 364, citation omitted.) While there are setback exceptions detailed in Title 20 Chapter 20.62, they are not sufficiently comprehensive enough to capture every conceivable situation. Otherwise, site improvements such as driveways, landscape exterior lighting fixtures, landscaping irrigation lines, walking paths connecting to sidewalks, mailboxes, and utility lines would be subject to minimum setbacks and impermissible without a variance. Requiring such improvements to either adhere to minimum setbacks or secure a variance does not serve the purposes of the zoning ordinance to protect the character of residential areas while assuring orderly and beneficial development. These structures or improvements often must be located close to property lines to serve their intended purpose. For example, a driveway could not function if it was 30 feet from the road right of way at the closest point.

Retaining walls that are less than six feet in height are an example of this. Practically, as here, retaining walls are often required to support driveways or other improvements necessary to develop a property. The retaining walls support an auto-court, which must connect to the access easement to the south of the property so that vehicles can enter it, and be large enough to both accommodate a fire truck turnaround and maintain vehicular access for an access to the well site on the property to the south. That said, large retaining walls such as the approximately 26-foot-tall retaining wall considered at the October 24, 2024 Planning Commission (and is no longer part of the project) would both meet the technical definition of a structure and have the potential to adversely impact adjoining property owners, so requiring that it adhere to setbacks or justify a variance would be appropriate. The re-design removes this large retaining wall, making it consistent with the County's existing interpretation regarding retaining walls less than six feet in height. This interpretation is consistent with how these regulations have been applied for nearly twenty years, and is appropriately justified. Therefore, staff do not believe this contention has merit.

ADDITIONAL CONTENTIONS

The Notice of Appeal also contends *"The findings for approval are: not supported by substantial evidence; conflict with the LUP, CIP, and County Code; and violate CEQA and the State Planning & Zoning Law. Additional details concerning the invalidity of the findings and the Planning Commission's approval of the project can be found in the August 14, 2024 and May 27, 2025 letters attached hereto and incorporated herein by reference."* Responses regarding the LUP, CIP, and CEQA are in the sections above. The State Planning and Zoning Law reference appears to be in reference to variances not being supportable in this case; however the project does not include or would require a variance as described in the previous section. The approval findings are also supported by substantial evidence, as detailed in the draft resolution **Attachment B**.

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Attachment B

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ATTACHMENT B
DRAFT RESOLUTION

Before the Board of Supervisors
in and for the County of Monterey, State of California

In the matter of the application of:
JOHNSON HAL W JR & ALLISON H (PLN210061)

RESOLUTION NO. 25--

Resolution by the County of Monterey Board of Supervisors:

1) Adopting a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074;
2) Denying an appeal of the Monterey County Planning Commission's May 28, 2025 decision to approve the Combined Development Permit (PLN210061); and
3) Approving a Combined Development Permit consisting of a:
    a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
    b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;
    c. Coastal Development Permit to allow removal of four trees, including three Monterey cypress and one Monterey pine;
    d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;

e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and

4) Adopting a Condition of Approval and Mitigation Monitoring and Reporting Plan.

[PLN210061 JOHNSON HAL W JR & ALLISON H, 226 Highway 1, Carmel, Carmel Area Land Use Plan (APNs: 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000)]

The appeal of the Johnson Hal W Jr & Allison H application (PLN210061) came on for public hearings before the County of Monterey Board of Supervisors on July 1, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented the County of Monterey Board of Supervisors finds and decides as follows:

FINDINGS

1. FINDING: **PROCESS** – The County has processed the subject Combined Development Permit application [HCD-Planning File No. PLN210061/ Johnson Hal W Jr & Allison H] in compliance with all applicable procedural requirements.

EVIDENCE:

a) On September 21, 2021, pursuant to Monterey County Code ("MCC") Chapter 20.82, Eric Miller Architects, Inc. filed an application on behalf of Hal and Allison Johnson ("Applicant") for a discretionary permit to allow construction of a single-family residence on their property at 226 Highway 1, in unincorporated County of Monterey.

b) The application went through multiple rounds of completeness review, and on March 23, 2023, the application was deemed complete by the County of Monterey. After deeming the application complete, the County determined the project was an activity subject to the California Environmental Quality Act ("CEQA") and would not quality for an exemption from environmental review.

c) The County initiated preparation of an Initial Study in accordance with CEQA Guidelines sections California Environmental Quality Act (CEQA) Guidelines Sections 15063. The Initial Study and Mitigated Negative Declaration (IS/MND) is on file in the offices of HCD-Planning and is hereby incorporated by reference (HCD-Planning File No. PLN210061). The IS/MND was filed with the County Clerk on July 11, 2024; and was circulated for public review from July 11, 2024 through August 12, 2024 (State Clearinghouse Number 2024070467). Finding No. 10 and it's supporting evidence further details the environmental review.

d) The County of Monterey Planning Commission held a duly noticed public hearing on the application on October 30, 2024. 10 days in advance of the hearing, notices for public hearing were published in the Monterey County Weekly; posted at and near the project site; and mailed to vicinity property owners. At that hearing, after deliberation and consideration of public testimony, the Planning Commission adopted a

motion of intent to deny the project, directed staff to prepare a draft resolution for denial, and continued the hearing to a date uncertain.

e) Following the hearing, on October 31, 2024, the Applicant's representatives requested the opportunity to re-design the project to address the issues identified at the October 30, 2024 hearing. The Applicant submitted supplemental application materials and a revised design in April 2025.

f) The project returned to the Planning Commission on May 28, 2025. As the hearing on the matter had been continued to a date uncertain, the application was re-noticed. 10 days in advance of the hearing, notices for public hearing were published in the Monterey County Weekly; posted at and near the project site; and mailed to vicinity property owners. The Planning Commission considered the revised design and supplemental materials submitted. After deliberation and additional public comment, the Planning Commission adopted a resolution approving the project with the revised designs by a vote of 10 ayes and 0 noes, with no absences.

g) Title 20, section 20.86.030.A states that an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors. On June 9, 2025, Rutan and Tucker, LLP filed a timely appeal on behalf of Carmel LLC, the property owners of 230 Highway 1 (Appellant).

h) In accordance with Title 20, section 20.98.070, the Board of Supervisors shall consider an appeal within 60 days of receipt. Therefore, the Board of Supervisors held a duly noticed public hearing on the appeal on July 1, 2025. 10 days in advance of the hearing, notices for public hearing were published in the Monterey County Weekly; posted at and near the project site; and mailed to vicinity property owners.

i) The application, project plans, and related support materials submitted by the Applicant to County of Monterey HCD-Planning for the proposed development found in Project File No. PLN210061.

2. FINDING: **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) During the course of review of this application, the project has been reviewed for and found consistent with the text, policies, and regulations in the:

- 1982 County of Monterey General Plan;
- Carmel Area Land Use Plan (LUP);
- County of Monterey Coastal Implementation Plan (CIP) Part 4, Regulations for Development in the Carmel Area Land Use Plan Area; and
- County of Monterey Coastal Implementation Plan Part 1, the County of Monterey Zoning Ordinance (Title 20).

Communications were received from Rutan & Tucker LLP indicating inconsistency with the policies and regulations of the LUP and CIP from the appellant. However, these were found to be without merit as discussed in Finding No. 13, Appeal and supporting evidence. Correspondence was also received from the general public and

California Coastal Commission staff with concerns regarding floor area, coastal hazards, scenic views, sewer service, tree removal, erosion, and the general scale of the project. However, the project is consistent with the policies and regulations that address these subject areas within the LUP, CIP, and Title 20, as detailed throughout the evidence supporting the findings in resolution. No conflicts were found to exist.

b) Allowed Use. The project site (or "subject property") is located at 226 Highway 1 (APN: 241-182-003-000), Carmel. Offsite improvements to the water system within an easement conveyed over Assessor Parcel Numbers (APNs) 241-182-004-000 and 241-182-005-000, and installation of a sewer line and driveway improvements within an access and utilities easement conveyed over APNs 241-182-003-000; 241-182-004-000 and 241-182-005-000; and 241-182-006-000 are also included. These properties are zoned Low Density Residential, 1 acre per unit, with a Design Control overlay, in the coastal zone [LDR/1-D (CZ)], which principally allows a single-family dwelling on a legal lot of record, non-habitable accessory structures, and water system facilities serving fourteen or fewer connections, subject to a Coastal Administrative Permit (Title 20 sections 20.14.040.A, 20.14.040.F, and 20.14.040.J, respectively). The project proposes the construction of a single-family residence with an associated garage, associated site improvements, and water treatment system upgrades to an existing mutual water system. Therefore, the project is an allowed land use for this site.

c) Lot Legality. The 0.63-acre lot is shown in its current configuration as Parcel 3 in the 1964 Assessor's Map Book 241 Page 18, and under separate ownership in page 256 of the 1964 Assessor's Ownership book. Therefore, the County recognizes it as a legal lot of record.

d) Development Standards. Site development standards for the LDR zoning are found in Title 20 Chapter 20.14. The project is consistent with the minimum setbacks, maximum height, and maximum building site coverage requirements, as detailed in subsequent Evidence "e" through "h".

e) Setbacks – Main Structures. Within the LDR zoning a minimum front setback of 30 feet and side and rear yard setbacks of 20 feet are required for the "main structure;" here, the single-family dwelling. The property has a unique configuration, with the western side parallel to the Pacific Ocean subject to a side setback, and the far northern property line subject to a rear yard setback. The property also has multiple front setbacks, as it is both a flag lot (located at the end of a driveway access easement) and is bounded by Highway 1 along its eastern and northeastern property lines. Front setbacks for flag lots are measured as a radius from the centerline of the access, or "pole". This radius is depicted on the attached project plans. The front setback for the northern and northeastern property lines bounded by Highway 1 is measured from the edge of the highway right-of-way. As proposed, the project meets all the required setbacks. The setback along the northeastern property line is 38 feet and 5 inches, and the setback along the eastern property line is 30 feet, both complying with the minimum front yard setback along those property lines. The setback from the residence

southeast to the access easement flag lot "pole" is 56 feet and 5 inches, complying with the 30-foot radius front setback for the flag lot. The setback from the residence west to the Pacific Ocean is 56 feet and 10 inches, complying with the 20-foot minimum rear yard setback, and the setback from the residence to the northern property line is 99 feet and 2 inches, complying with the minimum 20-foot rear yard setback.

f) Setbacks – Site Improvement Exceptions. A fence and two access gates leading to the main entrance of the property and the entrance to the well site south of the property, respectively, encroach into the front setback. Two five-foot and eleven-inch retaining walls with a fire access stairway on the southeast corner of the property and a terraced retaining wall on the southwest corner of the property both encroach into these front setbacks. Both the fences and these walls have been designed to be less than six feet in height. Title 20 section 20.06.1200 defines structures to exclude fences under six feet high, so they aren't subject to setbacks. The County Setbacks for Structures Below Grade interpretation dated December 28, 2006, states that as a matter of practice, retaining walls have been treated similarly to fences, making ones less than six feet not subject to setbacks. Therefore, encroachment of both of these improvements into the setback is permissible.

g) Maximum Height. The maximum allowable height for main structures in the LDR zoning is 30 feet. The proposed residence will comply, as it will be 22 feet in height when measured from average natural grade.

h) Maximum Building Site Coverage. The property is 0.63 acres (27,400 square feet). The maximum allowable building site coverage in the LDR district is 15%, 4,110 square feet. The proposed building site coverage is 10.5%, 2,865 square feet, complying with this requirement.

i) Visual Resources and Design Control. As detailed in Finding No. 5 and supporting evidence, the project is consistent with the LUP policies protecting Visual Resources and their implementing regulations set forth in Title 20 and the CIP.

j) Forest Resources. The project includes the removal of five trees, including three landmark Monterey cypress trees and one Monterey pine and a non-native Acacia tree. As detailed in Finding No. 6, the project is consistent with the LUP policies protecting trees and Forest Resources and its implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow the removal of four protected trees have been met in this case.

k) Environmentally Sensitive Habitat Areas. In accordance with the LUP Policy 2.3.3.5 and CIP section 20.146.040.A, a biological assessment was prepared (see Finding 3, Evidence "b") to assess the potential presence of environmentally sensitive habitat areas and provide recommendations, as applicable. The report stated that their expectation from reviewing available database information and site locations on the bluff was that the site's primary plant communities would be northern bluff scrub and coastal sage scrub, which would be considered environmentally sensitive habitat area. However, after their site survey, they noted that the site was significantly disturbed and supports more nonnative invasive species than native species. The report further stated that these native plant communities have been obliterated, such that the

site no longer supports environmentally sensitive habitat area. As there is no environmentally sensitive habitat area on site, the project will be consistent with LUP Policies 2.3.3.1 and 2.3.3.2, and CIP sections 20.146.040.B.2 and 20.146.040.B.3, limit development in sensitive habitat to resource-dependent uses, and development compatible with long-term maintenance of adjacent environmentally sensitive habitat areas. The biologist recommended the use of appropriate native species in proposed landscaping, which is required by LUP Policy 2.3.3.8. The biologist subsequently reviewed the draft landscaping plans and provided a number of recommendations on appropriate planting species, which were incorporated into to the plan. Landscaping Condition No. 7 has been incorporated. It also states that the landscaping plans shall incorporate the recommendations of the biological survey, as applicable, ensuring consistency with this LUP Policy. Therefore, the project is consistent with the policies protecting environmentally sensitive habitat areas in the LUP and their implementing regulations in the CIP.

l) Cultural Resources. As detailed in Finding No. 7 and its supporting evidence, the project is consistent with the LUP policies protecting archaeological and paleontological resources and their implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow development within 750 feet of known archaeological resources have been met.

m) Hazardous Areas. As detailed in Finding No. 8 and its supporting evidence, the project is consistent with LUP policies regarding geological hazards and development in proximity to coastal bluffs, and their implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow development within 50 feet of a coastal bluff have been met.

n) Land Use Advisory Committee (LUAC) Review. In keeping with the LUAC guidelines adopted through Board of Supervisors Resolution No. 15-43, the project was reviewed by the Carmel Unincorporated/ Highlands LUAC. The LUAC considered the project at their December 5, 2022 meeting and recommended approval as proposed 6-0 with 1 member absent. The LUAC had questions regarding how the site would be accessed, whether a variance was required to take advantage of the flat area on the site, whether the project included development on slopes in excess of 30 percent, the sources of water and sewer, anticipated construction timeline, and the roof material. The applicant responded answering the questions to the LUAC's satisfaction, stating that they would access the site through the existing access easement, that a variance was proposed for the setback along Highway 1 and that they had revised plans to pull the home away from the bluff, that both the front and the back of the house include development on slopes in excess of 30 percent, that the property is served by a three connection mutual water system and would connect to public sewer, providing information about the anticipated construction duration, and that the roofing would be a vinyl roofing material. Since that meeting, the request for a variance was removed from the proposed project; it is not sought as part of this requested approval.

o) The project planner conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024 to verify that the project on the subject parcel conforms to the plans and regulations listed above.

p) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

3. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and use.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, the Environmental Health Bureau (EHB), and the Carmel Highlands Fire Protection District (FPD). County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations. There has been no indication from these departments/agencies that the site is not suitable for the development. Recommended conditions have been incorporated.

b) The following reports were prepared to assess the geological and geotechnical suitability of the site for development; and the potential for the development to impact archaeological, biological, and forest resources:

- Geologic Feasibility Assessment prepared by Easton Geology, Inc., dated August 17, 2020, (LIB210218);
- Geologic Investigation, Johnson Property, also prepared by Easton Geology, Inc., dated December 15, 2022 (LIB240060);
- Preliminary Geotechnical Investigation prepared by Rock Solid Engineering, Inc., dated August 14, 2020, (LIB210219);
- Geotechnical Investigation also prepared by Rock Solid Engineering, Inc., dated December 15, 2022 (LIB240059);
- Preliminary Archaeological Reconnaissance Report and Archaeological Supplemental Report, both prepared by Patricia Paramoure Archaeological Consulting, dated June 4, 2021 and April 4, 2024, respectively (LIB210216);
- Biological Assessment, prepared by Regan Biological and Horticultural Consulting, dated June 12, 2021 (LIB210217);
- Construction Impact Assessment and Tree Management Plan, prepared by Ono Consulting, dated June 17, 2021 (LIB210215); and
- A revised Construction Impact Assessment and Tree Management Plan, prepared by Ono Consulting, dated March 15, 2025 (LIB210215).

County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to verify that the site is suitable for this use.

d) See also supporting Findings No. 4, 8, and supporting evidence, which address health and safety and the hazardous areas and bluff development policies and regulations applicable in the LUP and CIP, respectively.
e) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

4. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:
a) The project was reviewed by HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, EHB, and Carmel Highlands FPD. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
b) Necessary public facilities will be provided. The property has road access through shared access and utilities easements along adjoining properties (APNs 241-182-004-000, 241-182-005-000, 241-182-006-000). Necessary domestic water and sewer are available to serve the property as discussed in Evidence "c" and Evidence "d".
c) Domestic Water. The project will have sufficient domestic water for the proposed single-family residence. The property will receive domestic water from Highway 1 Water Distribution system No. 12, an existing system permitted to serve three service connections on the properties with Assessor's Parcel Numbers 241-182-003-000, 241-182-004-000, 241-182-005-000, and 241-182-006-000. The County of Monterey issued a Coastal Administrative Permit on August 31, 2012 to allow construction of this system (HCD-Planning File No. PLN120263), the Monterey Peninsula Water Management District (MPWMD) permitted this system through Water Distribution System Permit No. M13-05-L2, and the County of Monterey Environmental Health Bureau permitted the system as a small water system (System ID No. 2702809). The water distribution system provided a can and will serve letter for the project dated August 10, 2021.

The water system has an annual production limit of 1.87 acre-feet per year, which is set by a condition of approval from the MPWMD permit. Estimated water usage for the other two properties is 0.65 acre-feet per year. The project has an anticipated water demand of approximately 0.42 acre-feet per year. After completion of the project, total water use would be 1.07 acre-feet per year for the system, within the production limitation.

The project includes installation of a centralized water quality treatment system to address 2021 drinking water quality test results, which

showed it was out of compliance for fluoride. The water treatment system will be on APNs 241-182-004-000 and 241-182-005-000 within the shared access and utilities easement, and include filtration and treatment for iron, manganese, fluoride, and water acidity. Schematics for this treatment system were reviewed by EHB, which found them acceptable.

d) Sewer. Sewer service will be provided by the Carmel Area Wastewater District ("CAWD") through a shared private sewer lateral (known as the "Highlands Point Association") presently serving three properties, with a fourth planning to connect to the system per an approved planning permit:
   - APNs 241-182-004-000 and 241-182-005-000 connected per PLN120558;
   - APN 241-182-020-000 connected per PLN170248;
   - APN 241-182-015-000 connected per CAWD correspondence dated February 28, 2024; and
   - APN 241-182-006-000 planning to connect per PLN210005.

   This sewer service is for effluent only, where it is conveyed through the system while solid waste will be collected in an onsite septic tank. The project would include installing an onsite ejector pump, and an approximately 400 lineal foot sewer line traversing through the subject property and APN's 241-182-004-000, 241-182-005-000 and 241-182-006-000. CAWD provided a can and will serve letter dated May 4, 2023, with a duration of 2 years (until May 4, 2025). As this CAWD letter has expired, the applicant would be required to secure new permission to connect to the system, however, the letter as appropriate evidence to support that sewer serve could be available to serve the project. Gary Weigand, P.E., Principal Engineer of Utility Services, who designed the system, also prepared a letter dated March 27, 2024, analyzing the capacity of the private lateral to accept new connections and concluded the system would be able to accept effluent from 10 residents. Therefore, there is adequate sewer capacity available for the new connection and the municipal sewer entity responsible for service in this area has indicated that they can and will serve the property. Condition No. 28 has been applied, which requires the owner/applicant to submit evidence to HCD-Planning that they have secured a sewer connection permit from CAWD prior to issuance of grading/construction permits.

e) As detailed in Finding No. 8 and supporting evidence, the project is consistent with LUP policies and CIP implementing regulations addressing hazardous areas and development near coastal bluffs.

f) In accordance with CIP section 20.146.050.E.4, a preliminary erosion control plan, including drainage and grading, was submitted as part of the application submittal and subsequently found acceptable by HCD-Environmental Services. In accordance with Monterey County Code section 16.12.060, final erosion control plans will be re-reviewed prior to issuance of ministerial grading permits.

g) Pursuant to LUP Policy 2.4.4.C.5, the project includes onsite drainage through a storm drain system, which would capture runoff from

structures and impervious surfaces in catch basins, and then be released into dispersion trenches where water would infiltrate into the soil.

h) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024 to verify that the site is suitable for this use.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

5. FINDING: **VISUAL RESOURCES –** The project is consistent with the applicable policies to protect Visual Resources in the Carmel Area Land Use Plan (LUP) and with implementing regulations in the County of Monterey Coastal Implementation Plan (CIP) Parts 1 and 4.

EVIDENCE:

a) The project is subject to LUP and CIP Visual Resources protection policies and regulations as well as the Design Control "D" zoning overlay district, which requires a design review of structures and fences to assure protection of the public viewshed and neighborhood character. As stated in LUP section 2.2.1, the "public viewshed" is the composite area visible from major public use areas, including 17-Mile Drive views of Pescadero Canyon, Scenic Road, Highway 1, and Point Lobos Reserve.

b) The property is in the Carmel Highlands area with a dominant visual character of dramatic rocky granitic cliffs and the Pacific Ocean. The primary built environment features are Highway 1, access roads, and an eclectic mixture of one and two-story custom single-family residences. No architectural style appears to dominate, with residences demonstrating neoclassical, Mediterranean revival, and modernist characteristics. Many of the residences feature natural materials such as wood or stone. The proposed residence is a modern-style two-story residence comparable to other homes in the area, and in accordance with the CIP section 20.146.030.C.1.c, has natural primary finish materials include smooth and split-face warm tan stone veneers, light brown cedar and oak horizontal wood, grey stone paving, and light grey concrete retaining walls and steps. Additional colors and materials include stainless steel trench covers, glass, black and stainless-steel cable rails, black metal frame windows and doors, and a dark grey built up roof system. As proposed, the design is appropriate in the public viewshed and will not detract from the neighborhood character.

c) LUP Policy 2.2.3.3 requires that new development on slopes win the public viewshed be carefully reviewed for siting and design to protect public views. Structures are required to be sited within existing forested areas or in areas where it would not be visible from public viewpoints and viewing corridors. LUP Policy 2.2.4.6 also requires maintenance of the existing forested corridor along Highway 1 to serve as a natural screen for existing and new development, with new development sufficiently setback from the highway to preserve the forested corridor effect and minimize visual impact. Consistent with these policies, the project is sited significantly below the elevation of both the highway and vista point, minimizing its visibility. The trees parallel to the highway will also be preserved to screen the proposed dwelling when viewed from the turnout on Highway 1. Over the course of development

review, the project has also been re-sited and re-designed to bring it further into conformance with this policy. After the October 2024 Planning Commission hearing, the ridge height of the residence was reduced by 2.5 feet (from an elevation of 108.5 to 106 feet), and the residence has been re-sited and re-designed to pull the northwestern roof overhang and balcony (the only elements of the residence visible from the vista point) inland and minimize, and nearly eliminate, its visibility. The preservation of Tree #53 behind the residence would also assist in integrating the project into the surrounding vegetation.

d) LUP Specific Policy 2.2.4.10.a states that buildings located on slopes shall be sited on existing level areas and sufficiently set back from the frontal face. In this case, the building has been centrally sited approximately 27 feet away from the edge of the bluff on the most level portion of the property, a small cut and fill pad graded in the 1960's.

e) LUP Policy 2.2.3.7 and 2.2.4.5 require that structures and driveways be sited and designed to minimize grading for the building site and access road and prohibits extensive landform alteration. Over the course of review, the project has been re-designed to bring it into conformance with this policy. The previous design, considered at the Planning Commission on October 31, 2024, would have required grading a large portion of the steep area on the eastern half of the project site sloping upward to Highway 1 flat to accommodate the design, including portions of the residence, site improvements, and an approximately 26-foot-tall retaining wall parallel to Highway 1. Grading and site preparation for the previous design estimated approximately 2,270 cubic yards of grading cut and 395 cubic yards of full, resulting in a net cut/export of 1,875 cubic yards. Grading has been dramatically reduced in the proposed plans (attached) and now better respects the existing form and topography of the site. The estimated quantity of grading for the revised proposal is 700 cubic yards of cut, with 390 cubic yards of fill, resulting in 310 cubic yards of net export. This reduces net export by 83%. In accordance with LUP Policies 2.2.3.7 and 2.2.4.5 this quantity of grading is minimized to that necessary to develop the property with reasonable and beneficial residential use, including a residence, utilities, and safe ingress and egress.

f) To ensure consistency with LUP Specific Policy 2.2.4.10.D and CIP section 20.146.030.C.1.d, Condition No. 8 (exterior lighting plan) has been applied. This Condition will require that the all exterior lighting on the property be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated; and off-site glare is fully controlled.

g) The project was referred to the Carmel Unincorporated/Highlands Land Use Advisory Committee ("LUAC"), whose recommendations focus on site design and local considerations. On December 5, 2022 the LUAC recommended approval of the project before modifications to the design were incorporated to minimize impacts.

h) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024 to assess the potential of the project to impact Visual Resources. In accordance with CIP section 20.146.030.A.1, prior to the September 15, 2021 site visit the structure was staked and flagged. After the on-site review, the applicant re-designed the project by pulling the

residence inland approximately 12 feet, minimizing its visibility from Highway 1 and the vista point identified LUP Figure 3 and section 5.3.4 as an existing bluff top overlook adjacent to the Highland Inn. Photo-simulations were submitted of the revised design in-lieu of re-flagging the project. The photo-simulations demonstrated that only small portions of the residence would be visible from either Highway 1 or the vista point and, as proposed, the project would not significantly impact the character of the vista.

i) CIP section 20.146.030.C.1.e states that native vegetation must be retained to the maximum extent possible, and landscaping screening may be used wherever a moderate extension of native forest areas is appropriate. CIP section 20.146.030.C.2 further clarifies that when landscaping is appropriate, it should only be used as a secondary protection of scenic quality and visual access. Consistent with this, the project includes three screening trees to extend the Monterey cypress tree line adjacent to Highway 1 westward and further minimizing the project's visibility from the vista point to the immediate north. Condition No. 7 has been applied to this effect. This condition requires that the site be landscaped, and existing vegetative screening be retained to protect the scenic quality of the area and visual access. The Condition specifies that its intent is to preserve screening along Highway 1 and from the nearby vista point, without obstructing views of the rocky promontories and bluffs along the shoreline from the vista point.

j) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

6. FINDING: **TREE REMOVAL –** The subject project minimizes tree removal in accordance with the Carmel Area Land Use Plan (LUP) policies protecting Forest Resources, and their implementing regulations in the County of Monterey Coastal Implementation Plan, Part 4, Regulations for Development in the Carmel Area Land Use Plan (CIP).

EVIDENCE: a) The project includes removal of five trees, one Acacia three landmark Monterey cypress one Monterey pine. Acacia is a non-native tree and no permit is required for its removal. The native trees proposed for removal are identified in the Forest Management Plans (LIB210215) prepared for the project as follows:

- #50, landmark Monterey cypress
- #51, landmark Monterey cypress
- #52, Monterey pine
- #54, landmark Monterey cypress

b) Forest Management Plan. A Construction Impact Assessment and Tree Management Plan ("Forest Management Plan" dated June 17, 2021, and a revised assessment dated March 15, 2025 were prepared for the project by Ono Consulting to assess the proposed tree removal and provide recommendations to preserve overall forest health, as required by CIP section 20.146.060.B. Both are available in HCD-Planning Library File No. LIB210215. In accordance with CIP section 20.146.060.D.7, Condition No. 9 has been applied, which requires the

applicant to record a notice on the property stating that all development shall be in accordance with the Forest Management Plan.

c) Tree removal in the LUP area requires a Coastal Development Permit unless the removal falls under the exemptions detailed in CIP section 20.146.060.A.1. Here, CIP section 20.146.060.A.1.a allows the removal of non-native trees (with certain exceptions) without a Coastal Development Permit, and therefore, no permit is required to remove the Acacia. The other four native trees require a Coastal Development Permit to remove.

d) CIP section 20.146.060.D.1 prohibits the removal of landmark trees, unless the decision-making body finds that the trees are not visually or historically significant and there are no alternatives whereby the tree removal can be avoided. The three Monterey cypresses are greater than 24 inches in diameter, making them landmark trees. The findings can be met to allow the removal of the landmark trees. The trees are not considered visually or historically significant, exemplary of their species, or more than 1000 years old. See subsequent Evidence "e" demonstrating no alternatives.

e) LUP policy 2.2.3.7 states that structures shall be located and designed to minimize tree removal and grading for building sites and access roads. CIP section 20.146.060.D.3 also dictates that the removal of native trees be limited to those necessary for the proposed development, and that development shall be required to be adjusted for siting, location, size, and design as necessary to minimize tree removal. Here, the proposed removal is the minimum under the circumstances. During development review, the project was re-sited and re-designed to reduce tree removal, resulting in the preservation of two Monterey cypress trees, #53 and #58. The remaining four trees are in the immediate footprint of the proposed residence. Siting of the proposed development is constrained by slopes, access, and other limitations. The Forest Management Plan states that the trees are generally in poor condition due to crown fragmentation, limb dieback, or uprooting, and would not be safe to retain when any development occurs near them. Therefore, alternatives such as re-siting, re-design, and reduction in development would not save these trees.

f) CIP section 20.146.060.D.6 requires replanting on a 1:1 basis of all trees greater than 12 inches in diameter. This is incorporated as Condition No. 13, which requires replanting of three Monterey cypress and one Monterey pine.

g) To ensure that trees not being removed are protected through the construction process, and protected in accordance with the forester's recommendations, Condition No. 14 is applied. This Condition requires the applicant install and implement tree protection measures recommended in the Forest Management Plan, provide photos documenting that the tree protection has been installed prior to commencement grading or construction permits, and verify if tree protection has been successful or if follow-up remediation measures or additional permits are required after construction.

h) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to assess the visual character of the trees proposed for removal.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

7. FINDING: **CULTURAL RESOURCES –** The project has been reviewed and conditioned to minimize or avoid impacts to archaeological consistent with the applicable policies to protect Cultural Resources in the Carmel Area Land Use Plan (LUP) and with implementing regulations in the County of Monterey Coastal Implementation Plan (CIP).

EVIDENCE: a) County of Monterey GIS identifies the property as being within 750 feet of known archaeological resources and having a high sensitivity for the presence of archaeological resources. In accordance with 20.146.080.B, an archaeological report (LIB210216) was prepared by Patricia Paramoure Archaeological Consulting (PPAC) which included archival research; a surface field survey within the project site; evaluation of field findings and potential project impacts; and management recommendations. PPAC also prepared a supplemental letter report dated April 5, 2024, evaluating the installation of the sewer line along the access and utilities easement, which runs along the subject property and continues south through APNs 241-182-004-000, 241-182-005-000, and 241-182-006-000. In conducting its analysis, the County also reviewed available archaeological reports for projects in the vicinity, including a Preliminary Archaeological Assessment (HCD-Planning File No. LIB210182) prepared by Brenna Wheelis of Paleowest evaluating APNs 241-182-006-000, and a letter report (HCD-Planning File No. LIB100282) prepared by Gary S. Breschini, Archaeological Consulting evaluating APNs 241-182-004-000 and 241-182-005-000.

b) As outlined in the PPAC archaeological report LIB210216, seven previously recorded cultural resources are located within 0.25 mile of the project site. One mapped site, CA-MNT-1348, overlaps with the access and utilities easement where the proposed sewer line and paving of the existing private access roadway would occur. The recorded site occupies several properties, and the extent/location of any specific resources associated with it is not known. The resource contains precontact shell midden, and citing previous work by Gary Breschini conducted in 2017, Brenna Wheelis' report (LIB210182) describes the resource as a possible late period coastal gathering site.

c) Residence. After a records search and field reconnaissance, PPAC's 2021 preliminary archaeological report concluded that there was no evidence of archaeological resources on the subject property. The archaeologist therefore concluded that no archaeological impacts were anticipated. However, in line with the County's requirements for negative archaeological reports, the archaeologist recommended that, if construction activities expose unanticipated resources, work be halted and a qualified archaeologist contacted to inspect the find. These recommendations are made conditions of approval [Mitigation Measure CUL-3 (Condition No. 20) and Condition No 3].

d) Sewer Line and Roadway. The proposed sewer line excavation and paving of the existing private access roadway run through a more archaeologically sensitive area, and during PPAC's field reconnaissance in 2024 the archaeologist identified three fragments of abalone shell, likely evidence of the site CA-MNT-1348 within the recorded access and utilities easement in the general vicinity of where the sewer line and access driveway paving are proposed to be installed. To address potential impacts, the report recommends:

- That archaeological monitoring take place during trench excavations within the easement corridor, and within 50 feet of the boundary of the resource;
- That the field archaeologist present an archaeological sensitivity training to all construction personnel involved with the sewer line excavations in the monitoring area
- If buried resources are encountered during subsurface construction related excavations, operations shall stop within 50 feet of the find, and a qualified archaeologist be contacted to assess the find and give appropriate recommendations for treatment, including appropriate mitigation as appropriate.

The mitigation measures contained in the archaeological survey prepared for the site have been incorporated as conditions of approval pursuant to CIP section 20.146.090.D.1.a. The recommendation for a monitor is included in Mitigation Measure CUL-2 (Condition No. 19) and the recommendation for archaeological sensitivity training is incorporated as Mitigation Measure CUL-1 (Condition No. 18). Recommendation regarding stopping work procedures and the formulation of mitigation if any resources are incorporated and detailed through the County's positive archaeological site Condition No. 3, Mitigation Measure CUL-3 Cultural Resources Stop Work Procedures (Condition No. 20), and CUL-4 Archaeological Mitigation Plan (Condition No. 21). The Cultural Resources stop work procedures expand the radius in which work would halt from 50 feet to 50 meters (165 feet), incorporating the feedback of the Ohlone/Costanoan Esselen Nation (OCEN) received during the tribal consultation process. After sewer line installation, the existing private access roadway would be paved. The paving scope of work does not add any additional archaeological impacts beyond those already contemplated and mitigated for in analyzing the sewer system.

e) Sewer Line, cont'd. The Wheelis' report (LIB210182) contained similar analyses and conclusions to the PPAC report prepared for the project. This report included archival research, a pedestrian reconnaissance, and subsurface testing including four auger boring and one shovel test pit. The report identified one isolated flaked stone debitage fragment and two shell fragments, however it stated that because they lacked anthropogenic associations and data potential they were considered insignificant finds, concluding "Auger testing and an intensive pedestrian survey did not encounter evidence of the previously recorded site MNT-1348 site." The report continues, "However, the lack of evidence from the auger testing and pedestrian survey does not conclusively confirm that the site has been completely destroyed in the Project parcel." Therefore, that report recommended a cultural

sensitivity training, archaeological monitoring, and halting work if any human remains are identified, similar to the recommendations of the PPAC report. This report also recommended tribal cultural monitoring for ground disturbing activities on APN 241-182-006-000. Tribal Cultural Monitoring was recommended during the County's tribal consultation process and incorporated as Mitigation Measure TR-CUL-1 (Condition No. 22)

f) Water Treatment System. The installation of the Centralized Water Quality Treatment System is an alteration to the existing mutual water system, including minor plumbing modifications such as valves, filters, and meters. This system would not require significant ground disturbance; therefore, it would not have significant potential to impact cultural resources. Additionally, a letter report prepared by Gary S. Breschini, Archaeological Consulting, evaluating Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000 was prepared to analyze the construction of the test well in 2010 for the mutual water system on that property. The report concludes there was no evidence of potentially significant cultural materials. Therefore, the report recommended that the well not be delayed for archaeological reasons. Therefore, alterations to the existing constructed Mutual Water System would similarly not impact archaeological resources.

g) CIP section 20.146.090.D.3 requires that projects be designed to avoid identified archaeological resources. Section 20.146.090.D.4 states that when impacts to an archaeological site cannot be avoided, an archaeological mitigation plan with preservation measures is required. LUP Policy 2.8.3.4 also emphasizes avoiding or substantially reducing impacts to sites, rather than excavation and removal of resources. For the archaeological mitigation plan, a final report prepared by the archaeologist documenting the results of the preservation activities would also be required. Mitigation Measures CUL-1 through CUL-4 (Condition No. 18 through 21), along with Condition No. 3 work in conjunction to ensure that the project is consistent with these requirements:

- CUL-1 (Condition No. 18) Cultural Resources Awareness Training shall ensure that construction crews for the most archaeologically sensitive areas of the project be trained to identify resources so that work can be halted appropriately if anything is found;
- CUL-2 Archaeological Monitor (Condition No. 19) would require that an archaeological monitor be present during the most archaeologically sensitive areas of the project to stop work and evaluate any finds, and that an on-call archaeologist be available for any activities not actively being monitored by an archaeologist;
- CUL-3 (Condition No. 20) Cultural Resources Stop Work Steps and County standard condition PDP003(B) (Condition No. 3) establish clear procedures on halting work and the required steps if any previously unknown resources or human remains are encountered; and
- CUL-4 (Condition No. 21) would require an archaeological mitigation plan be prepared if any resources are identified, as well as considering the input of the tribal cultural monitor in the disposition of any resources. The mitigation specifies that avoiding

shall be pursued prior to consideration of excavation and recovery, consistent with LUP Policy 2.8.3.4.

h) There are no known paleontological resources on or near the site. Nevertheless, Condition No. 16 is applied, which shall require if paleontological resources are encountered during construction, work would be halted within 50 meters (165 feet) of the find until a qualified professional can evaluate the find. This Condition ensures that the project would not impact such resources, and consistency with CIP sections 20.146.090.D.3 and 4 as they relate to paleontological resources.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

8. FINDING: **HAZARDS AND DEVELOPMENT WITHIN 50 FEET OF A COASTAL BLUFF –** The project has been sited and designed to minimize risk from geologic, flood, and fire hazard consistent with the Carmel Area Land Use Plan (LUP) policies addressing hazardous areas and development in proximity to coastal bluffs, and their implementing regulations in the County of Monterey Coastal Implementation Plan Part 4, Regulations for Development in the Carmel Area Land Use Plan (CIP).

EVIDENCE:

a) The project includes development within 50 feet of a coastal bluff, and approximately 3,095 square feet of this grading would occur on slopes in excess of 30%.

b) Geological and Geotechnical Reports. LUP Specific Policy 2.7.4.3 and CIP section 20.146.080.B.1 require that all development within 50 feet of a cliff or bluff requires preparation of a geologic report prior to consideration of the proposed project. In conformance with these requirements, coordinated preliminary and final geological (HCD-Planning File Nos. LIB210218 and LIB240060), and geotechnical (HCD-Planning File Nos. LIB210219 and LIB240059) reports have been prepared for the project by Easton Geology, Inc., and Rock Solid Engineering, Inc., respectively. The reports assessed the suitability of the site for single-family residential development and contained detailed hazards analysis and recommendations.

c) Relative to its geological context, the property is on a tall granitic bluff between Highway 1 and the ocean, just north of Wildcat Cove. The bluff was formed over thousands of years through combined geologic processes of fluctuations in sea level, tectonic uplift, and base surf erosion. As previously discussed, grading that created the building pad occurred sometime in the 1960's. The preliminary geotechnical investigation characterized the soil profile as generally consisting of fill, colluvium, and highly weathered granite that becomes less weathered and stronger with depth. Artificial fill was encountered on the west side of the graded pad.

d) In its conclusions, the geological report (LIB240059) stated that the primary geological concerns for the site are slope instability, long-term coastal erosion, and seismic shaking. These hazards are discussed in subsequent Evidences "e" through "g" and in detail in the Initial Study prepared for the project. In summary, both the geological and

geotechnical reports considered the site suitable for a single-family residence, provided that their recommendations were followed. Recommendations included criteria for site preparation, grading, foundations, and other improvements; either siting the residence landward of a projected 100-year bluff setback or embedding of foundations below the projected 100-year bluff erosion profile; direction of concentrated drainage away from the ground surface or steep slopes to prevent shallow landsliding or ponding; and review of grading and foundation plans. The proposed project includes a foundation system consisting of soil nails and micro-piles that embed below the 100-year bluff erosion profile, keeping with the geologist and geotechnical engineers' recommendations. To ensure the geologists' and geotechnical engineers' recommendations are adhered to, Conditions Nos. 10 and 11 are incorporated. These Conditions require that the applicant record a notice on the property stating that all development shall be in accordance with the geological and geotechnical reports. Additionally, Monterey County Code section 16.08.110.D requires that recommendations included in soil engineering reports be included into grading plans and specifications.

e) Slope Instability. Strong ground shaking can cause landslides or slope failure. The geological report states that while deep landsliding is possible, the initiation of new large landslides is exceedingly rare and relatively uncommon in granodiorite. In their on-site investigation, the geologist saw no indicators of previous slides on the site, such as scarps, large bowl-shaped swales, or "hummocky" topography. The geologist concluded that improvements too close to the bluff would have a high risk of damage resulting from bluff instability; however, the likelihood of retreat to impact these improvements is low, provided any improvement is well-founded below the 100-year bluff profile mentioned above, or adequately setback from the bluff. The proposed project incorporates a foundation design that would penetrate below the 100-year projected bluff profile. The geotechnical report also included a quantitative slope stability analysis, which indicated that the soil condition and granite slopes should meet or exceed the industry standard minimum safety factors for slope failures above weathered granite. Similar to the geological report, the geotechnical report recommends either siting improvements landward of the 100-year bluff setback or embedding their foundations below the 100-year bluff profile to address landslides. Both reports emphasized controlling and not directing drainage toward the steep bluff to prevent erosion and avoid impacts bluff stability. The civil engineer also wrote a letter dated September 20, 2024 describing how the drainage system has been designed to not accelerate erosion, by using rock spreader trenches and multiple points of release, so that the flow of stormwater's velocity is reduced and it is not concentrated on any one area.

f) Long-term Coastal Erosion. In accordance with LUP Policy 2.7.4.7, the geologic report analyzes cliff geometry, historic bluff retreat, and foreseeable cliff erosion. The geologist evaluated aerial photographs of the site dating back to 1929, and conservatively estimated that historical bluff retreat has been one foot every 10 years. Using this projection,

retreat of the bluff face would be approximately 10 feet over the next 100 years. While not necessarily a representative sample, between 2010 and 2016, retreat of the bluff face near the site was significantly less, approximately one-tenth of a foot in 10 years, indicating retreat rates along the granitic coast at the site are very slow. Sea level rise has the potential to accelerate coastal erosion. However, the report concludes that due to the site's very low bluff erosion rate, a hypothetical erosion rate increase of 25% over the next century (erosion would total approximately 12.5 feet over the next 100 years) would have a negligible impact over the life of the project. The geologist's bluff retreat analysis also looked at retreat from potential rock topple or sliding along dipping joint planes. Using these factors, the geologist mapped a geologically feasible building envelope but indicated that development seaward of this envelope would be feasible provided that foundation improvements were installed below the 100-year anticipated bluff retreat profile. Portions of the proposed development are within this geologically feasible building envelope, while much of the residence is seaward of it. Consistent with the geologist's recommendation, the project includes a micro-pile foundation that would be installed below the 100-year anticipated bluff retreat profile.

g) Seismic Shaking. Ground shaking is the soil column's response to seismic energy transmission. Ground shaking caused by earthquakes is a complex phenomenon, and transmission of earthquake vibrations into buildings from the ground can structurally damage them. The geological report states that seismic shaking will be strong during the next major earthquake along local fault systems, and that the controlling reference for the property's seismic design criteria was the nearby San Gregorio-Hosgri fault, which is approximately three miles west of the site. The geologist included recommendations for seismic design factors, including the anticipated earthquake magnitude of M_w 7.0, an expected strong shaking duration of 14 seconds, and a "ground acceleration" factor of 0.80g. The geotechnical engineer stated that all proposed structures would be designed with the corresponding seismic design parameters in accordance with the California Building Code, and included recommendations for grading and site preparation, drainage, utility trenches, and the foundation system. The recommendations of both reports ensure that ground shaking would not significantly impact structures or occupants, and incorporation of the County's standard notice of report Conditions No. 10 and 11 and the grading and building permit processes would ensure these recommendations are adhered to.

h) LUP Policy 2.7.3.1 requires that development be sited and designed to minimize risk from geologic, flood, and fire hazards. The same policy notes that e areas of the parcel subject to high hazards should generally be considered unsuitable for development. Where development is proposed in high-hazard areas, a geotechnical report shall be required prior to the County's consideration of the project. As discussed above, coordinated geological and geotechnical reports have been prepared to address geotechnical hazards, and recommendations for a deep foundation system have been incorporated. The proposed residence has been sited centrally on the flattest portion of the property, and during the

development review process, was re-sited landward 21 feet further away from the bluff. Therefore, the development has been sized and designed to minimize geologic hazards. The project includes a turnaround area for fire trucks in the auto court. Due to site constraints, including the hairpin turn required to access the driveway leading to the site and the narrowness of the driveway easement, a secondary means of egress is included in the form of an emergency fire access stairway. Therefore, the development has been sized and designed to minimize fire and geologic hazards.

i) On October 28, 2024, the County received a geotechnical/geologic peer review letter from Rutan and Tucker, LLP prepared by Cornerstone Earth Group as a public comment on the project. The peer review letter had specific comments on the technical analysis and methodology of the geologic and geotechnical reports prepared for the project. Easton Geology Inc and Rock Solid Engineering Inc (the geologist and geotechnical engineer for the project) provided response letters addressing the peer review comments. The comments are highly technical and in the realm of the project geologist and engineer. However, County staff reviewed the submitted letter and reports prepared for the project, and do not believe they identify any new hazards nor affect staff's conclusion that the site is suitable for the proposed use. At this time staff have accepted the final geological (HCD-Planning File Nos. LIB210218 and LIB240060), and geotechnical (HCD-Planning File Nos. LIB210219 and LIB240059) report.

j) In accordance with LUP Policy 2.7.3.4, projects shall be conditioned requiring the owner to record a deed restriction describing the nature of identified hazards and long-term maintenance requirements. LUP Policy 2.7.4.10 states that revetments and sea walls shall only be allowed to protect existing (rather than new) development. Therefore, Condition 17 requires the applicant to record a deed restriction identifying that the site is subject to coastal hazards, assuming the risks of such development, waiving liability, indemnifying the County of Monterey for any damages due to coastal hazards, prohibiting future coastal armoring, requiring further geotechnical analysis evaluating whether existing development is safe should land sliding or bluff erosion threaten it, and re-location/removal should the development become unsafe without the installation of new sea walls or shoreline protective structures.

k) LUP Policy 2.7.4.1 requires that all development be sited and designed to conform to site topography and to minimize grading and other site preparation activities. The residence and improvements have been centrally sited on the flattest portion of the property, and over the course of review, the project has been re-designed to bring it into conformance with this policy. The previous version of the project considered by the Planning Commission in October 2024 would have required grading a large portion of the steep area on the eastern half of the project site sloping upward to Highway 1 flat to accommodate the design, including portions of the residence, site improvements, and an approximately 26-foot-tall retaining wall parallel to Highway 1. Grading and site preparation for the previous design estimated approximately 2,270 cubic

yards of grading cut and 395 cubic yards of full, resulting in a net cut/export of 1,875 cubic yards. Grading has been dramatically reduced in the approved plans, much better respecting the existing form and topography of the site. The estimated quantity of grading for the revised proposal is 700 cubic yards of cut, with 390 cubic yards of fill, resulting in 310 cubic yards of net export. This reduces net export by 83% from the prior design.

l) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

9. FINDING: **DEVELOPMENT ON SLOPES –** There is no feasible alternative that would allow development to occur on slopes exceeding 30 percent.

EVIDENCE:

a) The project includes approximately 3,095 square feet of development on slopes, 500 square feet of which is for the residence and 2,595 for the associated site improvements. LUP Policy 2.2.4.10.a and CIP section 20.146.030.C.1.a both state that buildings should not be located on slopes exceeding 30 percent. However, CIP section 20.146.030.C.1.a allows an exception to this where there is no alternative which would allow development to occur on slopes of less than 30 percent. Title 20 section 20.64.230 also prohibits development on slopes in excess of 30 percent unless a finding can be made, either that either there is no feasible alternative that would allow development to occur on slopes of less than 30 percent, or that the proposed development would better achieve the goals, policies and objectives of the County of Monterey Local Coastal Program than development alternatives. In this case, there is no alternative to avoid development on slopes.

b) The only contiguous area of the site not on slopes in excess of 30 percent is a narrow pad graded in the 1960's (approximately 1,875 square feet). Remaining areas to the east and west are highly constrained by a coastal bluff and steep slopes. This extremely constrained site, combined with the narrow width, makes it unavoidable to construct a residence and associated site improvements without developing on slopes in excess of 30 percent.

c) Alternative designs have been considered in the course of review. The project has been re-designed to minimize development on slopes to the extent feasible. Between the project scope considered at the October 2024 Planning Commission meeting and the proposed project, development on slopes was reduced from approximately 6,758 square feet to 3,095 square feet, a reduction of 3,663 square feet or approximately 54%.

d) The re-designed project substantially reduced the originally considered project's portion of the residence that would be on slopes. The residential footprint in the new design is pulled inward toward the flat portion of the site by 7 feet and 10 inches on the northwest elevation, 21 feet on the southwest elevation, and 10 feet on the northeast elevation. This resulted in a reduction of 948 square feet on slopes (from 1,448 to 500 square feet), or 65%. The footprint of the proposed residence is 30 feet and 6 inches wide, which is wide enough for an entryway and two parking spaces (a single-car garage and a covered carport), required to

meet the minimum off-street parking requirements of the zoning ordinance.

e) Proposed development on the sloped southeastern portion of the site consists of an auto court with a fire truck turnaround and access easement area for the mutual water system well, an emergency access stairway, as well as stepped retaining walls seaward of the turnaround. The auto court is necessary to allow fire truck turnaround and access for maintenance vehicles, a well pump rig, and a well drill rig to the well site when necessary. The retaining walls are necessary to keep this area level. The emergency access stairway provides a secondary means of egress in case of emergency.

f) A septic tank and pump necessary for wastewater service is proposed northeast of the residence. The septic tank is sited to meet the minimum setback requirements in Monterey County Code Chapter 15.20 Sewage Disposal: 5 feet between the tank and structures (retaining wall) and 100 feet from the tank to a body of water (the Pacific Ocean).

g) An area east of the residence would be graded for a trash and utility enclosure. The utility enclosure includes an electrical service panel and trash enclosure which are necessary to provide utility services to the project.

h) In accordance with CIP section 20.146.120.A.6, Condition No. 12 is applied, which requires that the applicant record a conservation and scenic easement over portions of the property with slopes in excess of 30%. The general location of the easement is Attachment 4 to this resolution, and would include those sloped areas west, northwest, southwest of the residence between it and the Pacific Ocean.

i) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN210061.

10. FINDING: **CEQA (Mitigated Negative Declaration)** - On the basis of the whole record before the County of Monterey Board of Supervisors, there is no fair argument that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. Conclusions in the Mitigated Negative Declaration are supported by substantial evidence in the record and reflect the independent judgment and analysis of the County.

EVIDENCE: a) Pursuant to Public Resources Code section 21083, and California Environmental Quality Act (CEQA) Guidelines sections 15063(a) and 15063(b)(2), the Lead Agency shall conduct an Initial Study to determine whether the Project would have a significant effect on the environment. If the Initial Study concludes that there is no substantial evidence that the Project may cause a significant effect on the environment, either as proposed or with basic mitigation, the Agency shall prepare a Negative Declaration or, as here, a Mitigated Negative Declaration.

b) County of Monterey, as lead agency, prepared an Initial Study and Mitigated Negative Declaration in accordance with the CEQA Guidelines. The Initial Study and Mitigated Negative Declaration are on file in the offices of HCD-Planning and is hereby incorporated by

reference (HCD-Planning File No. PLN210061); was filed with the County Clerk on July 11, 2024; and was circulated for public review from July 11, 2024 through August 12, 2024 (State Clearinghouse Number 2024070467).

c) The Initial Study identified potentially significant effects (see subsequent Evidence "e"). However, the County's standard regulatory process, applicable standard conditions of approval, and the applicant's agreement to implement mitigation measures, either avoid the environmental effects or mitigate them to a point where clearly no significant effects would occur. Evidence received and considered includes: the application, technical studies/reports, staff reports that reflect the County's independent judgment, and information and testimony presented during public meetings and hearings. These documents are on file in HCD-Planning (HCD-Planning File No. PLN210061) and are hereby incorporated by reference. Based upon the analysis of the Initial Study, HCD-Planning prepared a Mitigated Negative Declaration.

d) As discussed in section IV of the Initial Study, no project impacts were identified for IV.1 Agriculture and Forest Resources, IV.2 Mineral Resources, IV.3 Population/Housing, IV.4 Public Services, or IV.5 Recreation.

e) As discussed in section VI of the Initial Study, project impacts to the following resource areas would be rendered less than significant with the application of uniformly applicable regulations, permitting requirements, and conditions of approval for development projects: VI.1 Aesthetics, VI.3 Air Quality, VI.4 Biological Resources, VI.6 Energy, VI.7 Geology and Soils, VI.8 Greenhouse Gas Emissions, VI.9 Hazards and Hazardous Materials, VI.10 Hydrology and Water Quality, and VI.13 Noise, and VI.17 Transportation, and VI.19 Utilities and Service Systems.

f) As discussed in section VI of the Initial Study, potentially significant project impacts were identified for the following resource areas: VI.5 Cultural Resources, VI.11 Land Use and Planning, VI.18 Tribal Cultural Resources, VI.19 Utilities and Service Systems, and VI.21 Mandatory Findings of Significance. Conditions and mitigations that avoid or reduce impacts to a level of insignificance have been incorporated and agreed to by the applicant. All Project changes required to avoid significant effects on the environment have been incorporated into the Project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with County of Monterey regulations. That Plan is designed to ensure compliance during Project implementation. That Plan is hereby incorporated herein by reference. The applicant must enter into an "Agreement to Implement a Mitigation Monitoring and/or Reporting Plan" as a condition of Project approval (Condition No. 5).

g) Pursuant to Public Resources Code section 21080.3.1 et seq., County of Monterey HCD–Planning initiated consultation with local Native American tribes prior to circulating the Initial Study. The County received responses requesting consultation from the Ohlone/Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County. No other tribes responded. The County conducted consultation with the OCEN on

July 28, 2023 and the Esselen Tribe of Monterey County on July 31, 2023. Neither tribe identified evidence of any specific tribal cultural resources onsite. The Esselen tribe's written request for consultation included a request for a phase II subsurface archaeological evaluation of the site, preconstruction training regarding tribal cultural resources for all project personnel, and tribal monitoring of all ground disturbance. After these initial consultation meetings, the County requested a supplemental archaeological assessment be prepared to address the proposed sewer line running in the existing access and utilities easement through Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000. Thereafter, the County reached out to both tribes that had previously participated in consultation and provided them the supplemental archaeological assessment (the Ohlone/Costanoan Esselen Nation (OCEN) and the Esselen Tribe of Monterey County) on May 8, 2024 to see if they had any remaining questions, concerns, or additional input on the project. On May 14, 2024, the County took part in a subsequent consultation meeting with OCEN. OCEN sent a follow-up letter dated May 14, 2024 after the second consultation meeting requesting that a tribal monitor be present on excavation, soil disturbing tests on positive archaeological sites, and removal of oak trees; reburial of ancestral remains and artifacts; return of cultural items to OCEN rather than placement in a museum or public facility; copies of all archaeological reports/surveys; use of an OCEN affiliated monitor; and a 50 meter buffer surrounding any ancestors remains or cultural disturbances. The Esselen Tribe of Monterey County did not provide any additional input on the project or comment on the Initial Study during the public circulation period. The recommendation regarding pre-construction training and tribal cultural monitoring has been considered and incorporated into mitigation measures CUL-1 (Condition No. 18) and TR-CUL-1 (Condition No. 22). Additional subsurface investigation was determined not to be warranted, as subsurface testing has already been performed for CA-MNT-1348 and the mitigation measures reduce any potential impacts to cultural or tribal cultural resources to a less than significant level. Finally, the 50 meter stop work buffer recommended by OCEN was incorporated into CUL-3 (Condition No. 20).

h) The Initial Study identified potential impacts to archaeological/tribal cultural resources which could be mitigated to a less than significant level with the imposition of Mitigation Measures, CUL-1 (Condition No. 18), CUL-2 (Condition No. 19), CUL-3 (Condition No. 20), CUL-4 (Condition No. 21), and TR-CUL-1 (Condition No. 22), and the County's standard positive archaeological stop work condition (Condition No. 3). These mitigations measures and conditions are summarized below:

- CUL-1 Cultural Resources Awareness Training would ensure that construction crews doing earthwork on the most archaeologically sensitive areas of the project be trained to identify resources so that work can be halted appropriately if anything is found;
- CUL-2 Archaeological Monitor would require that an archaeological monitor be present during the most archaeologically sensitive areas of the project to stop work and evaluate any finds,

and that an on-call archaeologist be available for any activities not actively being monitored by an archaeologist;
- CUL-3 Cultural Resources Stop Work Steps and County standard condition PDP003(B) establish clear procedures on halting work and the required steps if any previously unknown resources or human remains are encountered;
- CUL-4 would require an archaeological mitigation plan be prepared if any resources are identified, as well as considering the input of the tribal cultural monitor in the disposition of any resources; and
- TR-CUL-1 shall require a tribal cultural monitor be present for earth work and ground disturbance.

These measures incorporate recommendations provided by archaeologists and tribal representatives and will reduce or avoid potential impacts to cultural and tribal cultural resources or reduce them to a less-than-significant level.

i) The Initial Study also identified potential project impacts related to land use and planning, utilities and service systems, and cumulative impacts. However, the potential impacts in all of these categories relate to cultural and tribal cultural resources, all of which will be mitigated to a less than significant level through the mitigation measures detailed in the previous evidence, as discussed below:
   - As detailed in section VI.11(b) of the Initial Study, potential impacts related to land use and planning are potential inconsistencies with the cultural resources sections of the LUP and CIP, and the incorporation of the mitigation measures ensures consistency with the policies and regulations in these documents.
   - As detailed in section VI.19(a) of the Initial Study, the potential impacts related to utilities and service systems are that the project would require installation of a sewer line, which has the potential to impact archaeological resources. However, such impacts will be reduced to a less than significant level by the same mitigation measures identified and discussed in the cultural and tribal cultural resources sections of both the Initial Study and Finding 10, Evidence “h”, of this Resolution.
   - As discussed in section VII(a) of the Initial Study, potential impacts in the mandatory findings of significance are relative to whether the project would eliminate import examples of California history or prehistory, in this case archaeological and tribal cultural resources. The potential for this is mitigated to a less than significant level by the same mitigation measures identified and discussed in the cultural and tribal cultural resources sections of both the Initial Study and Finding 10, Evidence “h”, of this Resolution.

j) Analysis in the Initial Study and a review of the record as a whole indicate the Project could result in changes to the resources listed in section 753.5(d) of the California Department of Fish and Wildlife (CDFW) regulations. All land development projects that are subject to environmental review are subject to a state filing fee plus the County recording fee, unless CDFW determines that the Project will have no effect on fish and wildlife resources. In this case, for purposes of the Fish and Game Code, the Project may have a significant adverse impact

on the fish and wildlife resources upon which the wildlife depends. Consequently, the Initial Study was sent to CDFW for review, comment, and recommendations of necessary conditions to protect biological resources in this area. Although no comments from CDFW have been received, the Project will be required to pay the state fee plus a fee payable to the County of Monterey Clerk/Recorder for processing said fee and posting the Notice of Determination.

k) Pursuant to CEQA Guidelines section 15073(e), no public agencies submitted comments on the Initial Study and Mitigated Negative Declaration.

l) One comment letter on the Initial Study was received during the public circulation period, by Matthew D. Francois of Rutan & Tucker, LLP on behalf of the owner of the property at 230 Highway 1. However, none of the contentions raised in the letter require recirculation pursuant to CEQA Guidelines section 15073.5. While responses to comments received on a Mitigated Negative Declaration are not required under CEQA, responses to some of the key contentions are detailed in subsequent Evidences "o" through "z" below, as well as how the Initial Study has been clarified, amplified, and/or corrected to address them.

m) Geological Hazards. Page 3 of the letter states that the "geological concerns" identified in the Initial Study are environmental impacts, and that the study fails to so characterize these concerns or impose mitigation. However, these subject areas are fully analyzed in the Initial Study, which concluded that compliance with adopted standards including incorporation of geotechnical and geologic engineer recommendations and compliance with the adopted building codes would result in less than significant impacts to geological resources.

n) Conditions of Approval. Page 4 of the letter states that incorporation of conditions of approval as part of a project to avoid environmental impacts rather than mitigation measures is inappropriate. As a best practice of writing mitigation measures, the County avoids re-stating federal, state, or local requirements as mitigation. The conditions are described in section II.A of the Initial Study as standard requirements that are incorporated into and part of the project, rather than mitigation measures. Finally, all conditions of approval and mitigation measures shall fully enforceable in accordance with CEQA Guidelines section 15126.4(a)(2). As previously stated, the applicant shall be required by Condition No. 5 to enter into a Condition of Approval and Mitigation Monitoring and Reporting Plan.

o) Deed Restriction. Pg. 4 of the letter also states that the County is taking an extreme measure by requiring a condition that development be re-evaluated if/when it becomes threatened by coastal hazards, as much of the development is seaward of the 100-year bluff setback. The referenced deed restriction condition is in addition to the requirement that the development have foundations that penetrate below the 100-year bluff profile per the geologists' and geotechnical engineers' recommendations. This condition has been applied based on LUP Policy 2.7.3.4. Similar armoring prohibition conditions have been applied to other sites subject to coastal hazards in the County's coastal zone, including PLN210093, PLN210228, and PLN230064. The condition

avoids potential future impacts that could occur from construction of sea walls and coastal armoring.

p) Landslides. Page 5 of the letter identifies an inaccuracy in section VI.7(a.iv and c) on Page 62 of the Initial Study, which identified that there are no indicators of landslides in the area. This inaccuracy has been corrected, as a landslide occurred south and west of the project site along the driveway at 255 Highway 1 as noted in the October 24, 2022 letter from California Coastal Commission staff. This clarification did not modify the findings or conclusions in the Initial Study.

q) Roadway Improvements. Page 6 of the letter states that the Initial Study fails to consider the impacts of necessary roadway, storm drain, and water treatment system improvements. The storm drainage and water system improvements are appropriately analyzed by the Initial Study. The Initial Study did not describe the paving of the access roadway to the property. The project description has been corrected in Section II.A, pages 2 and 11. However, as such improvements are limited to paving an existing access roadway within an existing roadway easement, where a roadway is presently constructed, additional analysis would neither reveal new environmental effects or increase the severity of previously identified and analyzed environmental effects.

r) Drainage. Page 6 of the letter states that the Initial Study inappropriately defers analysis of the drainage system to the ministerial stage of review. However, grading, drainage, and erosion control plans were submitted and reviewed by HCD-Environmental Services as part of the planning entitlement process. The civil engineer Guy R. Giraudo, Landset Engineers, Inc., also wrote a letter dated September 20, 2024, describing how the drainage system has been designed not to accelerate erosion. Section VI.7(b) of the Initial Study, Page 63 has been clarified and amplified to add this additional information.

s) Construction Schedule. Page 7 of the letter states that the Initial Study has an inconsistent construction schedule, with one section stating the estimated construction duration is 12 months, and another that the construction schedule is estimated at 24 months. The estimated construction schedule is 24 months, and this information has been corrected in Section II.A of the Initial Study, Page 10.

t) Cultural Resources. Page 10 of the letter states the mitigation measure CUL-4 (Condition No. 21), which requires an Archaeological Mitigation Plan if any resources are identified in the course of construction, is inconsistent with CIP section 20.146.090.D.3, which requires avoidance of development in areas with archaeological resources.
The Commentor argues that requiring a plan inappropriately defers the mitigation and insists that Initial Study does not explain why it is not practical/feasible to prepare a mitigation plan now. Additionally, Commentor claims that the mitigation measure, as written, lacks specific performance standards.

This mitigation is consistent with the CIP. While CIP section 20.146.090.D.3 states that development on cultural sites shall be required to avoid impacts to such cultural sites by project design, CIP section 20.146.090.D.4 provides that where construction to an

identified archaeological site cannot be avoided, a mitigation plan shall be required. These two sections operate together, with avoidance being preferred first, and a mitigation plan prepared if such avoidance is infeasible. Moreover, Public Resources Code section 21083.2.(i) provides that an agency may make provisions for sites accidently discovered during construction as part of its mitigation. Additionally, an Archaeological Mitigation Plan would be premature, as the concentration, significance, and tribal recommendations regarding the disposition of any unknown subterranean resources could not be properly assessed unless resources are discovered in the course of construction. The mitigation measure also includes two performance measures for determining whether avoiding cultural resources would be infeasible, that avoiding them would preclude developing the site with a single-family residence and associated utilities entirely, or that avoiding them would result in a reduction of square footage of 10% of the single-family dwelling and attached garage.

u) Hydrology. Page 11 of the letter states that the storm drain system would likely result in significant, unmitigated impacts to erosion and flooding.

Recommendations of the geologist and geotechnical regarding drainage and erosion will be required to be adhered to as required in Condition Nos. 10 and 11, and pursuant to Monterey County Code Chapters 16.08 and 16.12. ;The applicants prepared grading, drainage, and erosion control plans, were prepared by a licensed civil engineer. These plans describe how the drainage system would function to prevent excessive erosion in a letter dated September 20, 2024. These plans were reviewed by HCD-Environmental Services as part of the planning entitlement process and found appropriate to adequately control drainage.

v) Additional Corrections. Footnote 6 on page 4 of the letter notes that the figure numbers (on Page 60) of the Initial Study are incorrect. These have been corrected. Additionally, on page 11 of the Initial Study, the variance description has been removed as Applicant is no longer seeking such an entitlement.

w) The Board of Supervisors finds that there is no substantial evidence supporting a fair argument of a significant environmental impact. Pursuant to CEQA Guidelines section 15064(f)(4), public controversy over the environmental effects of a project alone does not trigger an EIR. The Board of Supervisors has considered the application, public comment, technical studies/reports, the staff report that reflects the County's independent judgment, and information and testimony presented during public hearing and finds that 1) there is no new substantial evidence submitted to the Lead Agency indicating either inaccuracies or that the proposed project may have a significant effect on the environmental; and 2) that Mitigated Negative Declaration properly analyzes the project's potential impacts. See the evidence of this Finding, and Finding Nos. 1 through 9 and the supporting evidence referenced in each respective Finding.

x) Other minor modifications were made to the Initial Study after the October 30, 2024 Planning Commission hearing, all of which are in

redline strike through and underline in the revised Initial Study. Those corrections update the project description information reflecting the revised design, note the change to Condition No. 28 from the October hearing (which removed a requirement that the applicant submit evidence of permission to connect to the Highlands Point Association to HCD-Planning), and correct figure numbers.

y) All of these modifications were made in redline strike through and underline in the Initial Study. None of the changes described in this Finding substantially revised the document or triggered new or substantially more severe impacts requiring recirculation under CEQA Guidelines section 15073.5. Furthermore, CEQA Guidelines section 15073.5(c)(2) provides that recirculation is not required when project revisions are added in response to comments as to project impacts that are not new and avoidable. Finally, Guidelines section 15073.5(c)(4) states that recirculation is not required when new information is added that merely clarifies, amplifies, or makes insignificant modifications to the Mitigated Negative Declaration. Revisions made have clarified and amplified the analysis in the mitigation in response to comments.

z) County of Monterey HCD-Planning, located at 1441 Schilling Place, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.

aa) The application, plans and supporting materials submitted by the Project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN210061.

11. FINDING: **PUBLIC ACCESS –** The project conforms with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.146.130 of the County of Monterey Coastal Implementation Plan (CIP) either has or can be demonstrated.

b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

c) The subject properties are designated as being inappropriate for beach access in the Carmel Area Land Use Plan (LUP) Figure 3.

d) The property is approximately 140 feet southwest of the visual access point identified in LUP figure 3 and section 5.3.4 as an existing bluff top vista point adjacent to the Carmel Highland Inn and is adjacent to Scenic Highway 1. LUP visual access policies 5.3.3.4.a and 5.3.3.4.c require that visual access to the shoreline from major viewing corridors be protected for visitors and residents alike, and that structures and landscaping installed west of Highway 1 be sited and designed to retain public views of the shoreline and roads. The home is partially visible from the overlook, Nevertheless, the home is heavily obscured from view by existing trees. It would not obstruct views of the rocky promontories and bluffs along the shoreline that are currently visible from the vista point. Additionally,

other residences are partially visible from the vista point. Accordingly, the Board finds that the project will be consistent with the existing natural landscape and features currently visible from the vista point and would not degrade the visual quality of the area and would not detract from the natural beauty of the scenic shoreline (LUP Policy 2.2.3.1). The project site slopes steeply down from Highway 1 westward, with the edge of the road being at an elevation of approximately 117 feet while the building site is at an elevation of approximately 87 feet. The topmost point of the residence is at an elevation of 106 feet. This is 8 feet below the maximum allowable height of 114 feet and 11 feet below the edge of the road. At this height, visibility of the residence from Highway 1 is minimal, as demonstrated in the photo simulation submitted as part of the project application and included in the Initial Study. Therefore, the project would not impact visual access either from this vista point or along the Highway 1 corridor. The project includes construction of a single-family dwelling on a residentially zoned property. Finally, requiring that any development of this parcel not be visible from Highway 1 could preclude reasonable use and development of the property.

e) See also Finding No. 4, Visual Resources detailing how the home would be compatible with the surrounding neighborhood setting.

g) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

12. FINDING: **NO VIOLATIONS –** The subject property complies with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024. Staff also researched County records to assess if any violation exists on the subject property.

c) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

13. FINDING: **APPEAL –** The Appellant contends that the Planning Commission's decision was not supported by the evidence and is contrary to law. Upon consideration of the documentary information in the files, the staff reports, the oral and written testimony, all other evidence presented before the Board of Supervisors, and the administrative record as a whole, the Board of Supervisors finds that the appeal does not contain merit, and responds to the appeal contentions as follows:

EVIDENCE:

a) The Notice of Appeal contends that the *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to (1) restriction on developments on slopes exceeding 30 percent-the project involves approximately 3,095 square feet of development on slopes exceeding 30*

percent,". The project is consistent with the Carmel Area Land Use Plan (LUP) policies and Monterey County Coastal Implementation Plan (CIP) regulations regarding development on slopes in excess of 30 percent, as detailed in Finding No. 9 and its supporting evidence. Therefore, this contention lacks merit.

b) The Notice of Appeal contends that *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to… (2) retention of existing trees and native vegetation to the maximum extent possible—the project results in the removal of four protected trees (three Monterey Cypress and one Monterey Pine),"*. The project is consistent with LUP policies and CIP regulations regarding retention of existing vegetation and minimization of tree removal as detailed in Findings No. 5 and 6 and their supporting evidence. Therefore, the Board finds that this contention is meritless.

c) The Notice of Appeal argues that *"The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to… (3) prohibition on development being visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn."* This contention appears to interpret the text of the first sentence of LUP Policy 2.2.3.3, "New development on slopes and ridges within the public viewshed shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible from major public viewpoints and viewing corridors," to be a strict prohibition on visible development from public viewing areas.

   Here, however, the development will not be on a ridge. The Policy does not specify whether it intends that new development on slopes not be visible, or that new development on slopes where the slopes are within the public viewshed not be visible. However, the standard of review in the Carmel Area Land Use Plan is one of minimization, rather than total prohibition on visible development (such as the Big Sur Coast Land Use Plan Critical Viewshed). This reading is supported by the rest of the policy, the context of the LUP, and the existing pattern of development. Policy 2.2.3.3 continues, "New development in the areas of Carmel Highlands and Carmel Meadows must be carefully sited and designed to minimize visibility," which the project is consistent with. Additionally, if the policy were to be interpreted to prohibit development that is visible, an exception to this policy would be applicable, as provided Section 20.02.060 of the CIP (Part 1), because the application of such policy would preclude reasonable use of the property. The projects consistency with other scenic resource protection policies (both Visual Resources and Visual Public Access) and regulations is further detailed in Findings No. 5 and 11 and their supporting evidence. Therefore, this contention does not have merit.

d) As previously stated, while all the findings of this resolution support that the project is consistent with the LUP and CIP, even if it were determined inconsistent with certain provisions, this is a project where the circumstances in Section 20.02.060 of the CIP (Part 1) apply. This

section allows exceptions to the provisions of the LUP or CIP to be granted in circumstances where their strict application would preclude all reasonable use of the subject property.

- If the LUP and CIP were interpreted along the lines of the Notice of Appeal, such as a strict prohibition on development on slopes or a requirement that development not be viewable at all from common public viewing areas, it would preclude reasonable development of the property with a residence.
- The grant of an exception would not allow a special privilege to the property inconsistent with the limitations upon other properties in the vicinity. The neighborhood consists of 13 properties. Three, including the subject site, are undeveloped, and the other ten are developed with single-family residences. These properties feature comparable site constraints to the subject property, including slopes, vegetation, and proximity to coastal bluffs. The proposed residence, at 3,525 square feet and having a floor area ratio of approximately 13%, is comparable to other properties in the neighborhood, which have an average square footage of 4,801 square feet and average floor area ratio of approximately 14%.
- The proposed project is the least environmentally alternative project, and the development has been minimized to reduce impacts to the greatest extend possible. Several alternatives and design changes have been made throughout the development review process, including after the October 30, 2024 Planning Commission hearing.
- The proposed uses are allowable as detailed in Finding No. 2 evidence "b".

e) The Notice of Appeal states that *"Additionally, there is a fair argument of significant environmental impacts related to these and other environmental resources requiring an environmental impact report pursuant to the California Environmental Quality Act (CEQA)."* The Notice of Appeal also attaches an August 12, 2024 letter previously submitted and considered by the County. Pg. 7, section 4 of the August letter contend that there is a fair argument that the project would have significant environmental impacts to Aesthetics, Biological Resources, Cultural Resources, Geology, Greenhouse Gas Emissions, Hazards, Hydrology, Land Use, Noise, and Tribal Cultural Resources. However, these subject areas were all analyzed in the Initial Study prepared for the project. The letter does not provide any substantial evidence that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. While responses to comments received on a Mitigated Negative Declaration are not required under CEQA, responses to some of the key contentions are detailed in the supporting evidence for Finding No. 9. The Mitigated Negative Declaration reflects the independent judgment and analysis of the County as detailed in Finding No. 9.

f) The Notice of Appeal states *"The Planning Commission approved the project without approving requisite variances or making the findings needed to approve such variances."* The project includes a fence and two access gates, as well as terraced retaining walls within the front

setbacks. Both the fences and these walls have been designed to be less than six feet in height. Title 20 section 20.06.1200 defines "structures" to exclude fences under six feet, so they are not subject to setbacks. The December 28, 2006, HCD Monterey County Code (MCC) Interpretation, "County Setbacks for Structures Below Grade," states that as a matter of practice, retaining walls have been treated similarly to fences, making ones less than six feet not subject to setbacks. Based on this analysis, encroachment of both of these improvements into the setback is permissible.

The May 27 letter attached to the Notice of Appeal disagrees with this interpretation, as the MCC defines a structure as anything "constructed or erected, except fences under six feet in height, the use of which requires location on the ground or attachment to something having location on the ground, but not including any trailer or tent" (Title 20 section 20.06.1200). Further, interpreting retaining walls to be similar to fences would impermissibly add word to the language of the ordinance. (See *People v. Leal* (2004) 33 Cal.4th 999, 1008.)

While the MCC definition of a structure includes anything constructed or erected upon the ground or attached to something on the ground, and that the zoning ordinance generally provides that setbacks are established between structures and either property lines or rights of way, retaining walls less than six feet tall have generally not been considered "structures" for purposes of setbacks. Reading the definition as applicant suggests would lead to absurd results and contravene the policy underpinnings of the County Zoning Code, in violation of standard statutory interpretation principles. (*Weber v. Superior Court* (2024) 101 Cal.App.5th 342, 364, citation omitted.) While there are setback exceptions detailed in Title 20 Chapter 20.62, they are not sufficiently comprehensive enough to capture every conceivable situation. Otherwise, site improvements such as driveways, landscape exterior lighting fixtures, landscaping irrigation lines, walking paths connecting to sidewalks, mailboxes, and utility lines would be subject to minimum setbacks and impermissible without a variance. Requiring such improvements to either adhere to minimum setbacks or secure a variance does not serve the purposes of the zoning ordinance to protect the character of residential areas while assuring orderly and beneficial development. These structures or improvements often must be located close to property lines to serve their intended purpose. For example, a driveway could not function if it was 30 feet from the road right of way at the closest point.

Retaining walls that are less than six feet in height are an example of this. Practically, as here, retaining walls are often required to support driveways or other improvements necessary to develop a property. The retaining walls support an auto-court, which must connect to the access easement to the south of the property so that vehicles can enter it, and be large enough to both accommodate a fire truck turnaround and maintain vehicular access for an access to the well site on the property to the

south. That said, large retaining walls such as the approximately 26-foot-tall retaining wall considered at the October 24, 2024 Planning Commission (and is no longer part of the project) would both meet the technical definition of a structure and have the potential to adversely impact adjoining property owners, so requiring that it adhere to setbacks or justify a variance would be appropriate. The re-design removes this large retaining wall, making it consistent with the County's existing interpretation regarding retaining walls less than six feet in height. This interpretation is consistent with how these regulations have been applied for nearly twenty years, and is appropriately justified. Therefore, this contention does not have merit.

g) The Notice of Appeal also contends *"The findings for approval are: not supported by substantial evidence; conflict with the LUP, CIP, and County Code; and violate CEQA and the State Planning & Zoning Law. Additional details concerning the invalidity of the findings and the Planning Commission's approval of the project can be found in the August 14, 2024 and May 27, 2025 letters attached hereto and incorporated herein by reference."* Responses regarding the LUP, CIP, and CEQA are above in evidences "a" through "d". The State Planning and Zoning Law reference appears to be in reference to variances not being supportable in this case; however the project does not include or would require a variance as described above in evidence "e". The approval findings are also supported by substantial evidence, as detailed in this resolution.

14. FINDING: **APPEALABILITY –** The decision on this project may be appealed to the California Coastal Commission.

EVIDENCE: a) Pursuant to Title 20, section 20.86.080.A.1, the project is subject to appeal by/to the California Coastal Commission because it involves approved development between the sea and the first through public road paralleling the sea, in this case Highway 1.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Board of Supervisors does hereby:

1. Adopt a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074 ;
2. Deny an appeal of the Monterey County Planning Commission's May 28, 2025 decision to approve the Combined Development Permit (PLN210061);
3. Approve a Combined Development Permit consisting of a:
   a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
   b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;

c. Coastal Development Permit to allow removal of four trees, including three Monterey cypress and one Monterey pine;
d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;
e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and

4. Adopt a Mitigation Monitoring and Reporting Plan.

All of which are in general conformance with the attached conditions, coastal hazards deed restriction language, project plans, and approximate conservation and scenic easement location, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____, and carried this July 1, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on July 1, 2025.

Date:
File Number: PLN210061

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or

until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from County of Monterey HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

County of Monterey HCD Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN210061

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Combined Development Permit (PLN210061) allows:

a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;

b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;

c. Coastal Development Permit to allow the removal of four trees, including three Monterey cypress and one Monterey pine;

d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%; and a

e. Coastal Development Permit to allow development within 750 feet of known archaeological resources

The property is located at 226 Highway 1 (Assessor's Parcel Number 241-182-003-000), and off-site improvements are located on Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000, Carmel Area Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 25-XX) was approved by the County of Monterey Board of Supervisors for Assessor's Parcel Number 241-182-003-000 on July 1, 2025. The permit was granted subject to 28 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and HCD - Planning within 24 hours.
- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.
- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist for on-call archaeological services should resources be discovered during construction activities. Submit the letter to the Director of the HCD – Planning for approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

Prior to Final, the Owner/Applicant, per the Archaeologist , shall submit a report or letter from the archaeologist summarizing their methods, findings, and recommendations if their services are needed during construction or if no resources were found.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (HCD- Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.

2) Fees shall be submitted at the time the property owner submits the signed Agreement.

3) Proof of recordation of the Agreement shall be submitted to HCD-Planning.

6. PD011(A) - TREE REMOVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Tree removal shall not occur until a construction permit has been issued in conformance with the appropriate stage or phase of development in this permit. Only those trees approved for removal shall be removed. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to tree removal, the Owner/ Applicant/ Tree Removal Contractor shall demonstrate that a construction permit has been issued prior to commencement of tree removal.

7. PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped and existing vegetative screening maintained. Prior to the issuance of building permits, a landscaping plan shall be submitted to the Director of HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable.

In accordance with Monterey County Coastal Implementation Plan sections 20.146.030.C.1.e and 20.146.030.C.2, the landscaping plan shall retain the existing native trees and vegetation to the maximum extent possible, with new tree plantings being used as a moderate extension of this vegetation. The landscaping plan shall serve as a means of maintaining the scenic quality of the area and visual access. Both any plantings and existing native trees and vegetation shall be preserved as a partial screening of the development from the sensitive viewing corridor of Highway 1 and the scenic overlook northeast of the site. Care shall be taken in planting locations to ensure the screening does not inadvertently obstruct views of the rocky promontories and bluffs along the shoreline from the scenic overlook.

The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan.

Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed:

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by HCD-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Residential Water Release Form and Water Permit Application" to the Monterey Peninsula Water Management District for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to HCD-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and the vegetative screening on the site parallel shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

8. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure:

All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit one (1) copy of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.
(HCD - Planning)

Compliance or Monitoring Action to be Performed:

Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

9. PD016 - NOTICE OF REPORT (FOREST MANAGEMENT PLAN)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Construction Impact Assessment and Tree Management Plan (Library No. LIB210215), was prepared by Ono Consulting on June 17, 2021 and revised on March 15, 2025, and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

10. PD016 - NOTICE OF REPORT (GEOLOGICAL REPORT)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geologic Investigation (Library No. LIB240060), was prepared by Easton Geology, Inc. on December 15, 2022 and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

11. PD016 - NOTICE OF REPORT (GEOTECHNICAL REPORT)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geotechnical Investigation (Library No. LIB240059), was prepared by Rock Solid Engineering, Inc. on December 15, 2022 and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

12. PD023 - CONSERVATION AND SCENIC EASEMENT (SLOPE)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Monterey County Coastal Implementation Plan section 20.146.120.A.6, a conservation and scenic easement shall be conveyed to the County over those portions of the property where the slope exceeds 30% percent.

The easement area shall reviewed and approved by HCD-Planning prior to issuance of grading and building permits. The general intent is that the easement area include steep slopes west and northwest of the proposed residence, and exclude areas east of the residence between it and Highway 1, and exclude areas between the residence and south and southeasterly property lines. The approximate location of the easement is shown in teal in Board of Supervisors Resolution No. 25-XX Exhibit 4.

The easement shall be developed in consultation with certified professional. A conservation and scenic easement deed shall be submitted to, and approved by, the Director of HCD - Planning and accepted prior to issuance of grading or building permits, and by the Board of Supervisors prior to recording the parcel/final map or prior to final inspection or commencement of the use. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to HCD - Planning for review and approval.

Prior to final inspection or commencement of use, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement. Submit a copy of the recorded deed and map to HCD-Planning.

13. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to final of construction permits, the applicant shall replace and or relocate each tree approved for removal as follows:
- Replacement ratio: 3 Monterey cypress and 1 Monterey pine

Replacement tree(s) shall be located within the same general location as the tree being removed. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall submit evidence of tree replacement to HCD -Planning for review and approval. Evidence shall be a receipt for the purchase of the replacement tree(s) and photos of the replacement tree(s) being planted.

Six months after the planting of the replacement tree(s), the Owner/Applicant shall submit evidence demonstrating that the replacement tree(s) are in a healthy, growing condition.

One year after the planting of the replacement tree(s), the Owner/Applicant shall submit a letter prepared by a County-approved tree consultant reporting on the health of the replacement tree(s) and whether or not the tree replacement was successful or if follow-up remediation measures or additional permits are required.

14. PD049 - TREE AND ROOT PROTECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to beginning any tree removal, trees which are located close to trees approved for removal shall be protected from inadvertent damage from equipment or tree removal activity by fencing off the canopy drip-lines and/or critical root zones (whichever is greater) with protective materials. Any tree protection measures recommended by a County-approved tree consultant, in addition to the standard condition, shall be implemented. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to construction or tree removal, the Owner/Applicant/Tree Removal Contractor submit evidence of tree protection to HCD -Planning for review and approval.

After construction or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit photos of the trees on the property to HCD -Planning to document that the tree protection has been successful or if follow-up remediation measures or additional permits are required.

15. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (HCD - Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to HCD -Planning a nest survey prepare by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

16. PDSP001 - PALEONTOLOGICAL STOP WORK

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist/paleontologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist/paleontologist shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist/paleontologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist/paleontologist immediately if paleontological resources are uncovered."

When contacted, the project planner and the archaeologist/paleontologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

17. PDSP002 - BLUFF/COASTAL HAZARDS DEED RESTRICTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Carmel Area Land Use Plan Hazards Policy 3.7.2.4, the owner shall record a deed restriction on the property describing the nature of the properties hazards (Coastal Hazards, including but not limited to waves, storms, flooding, landslide, bluff erosion, and earth movement, many of which will worsen with future sea level rise) and long-term maintenance requirements. The deed restriction shall say the text of Exhibit 2 of this resolution, with the Board of Supervisors resolution number replacing the highlighted placeholder text.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permits, owner/applicant shall record the deed restriction, and provide HCD-Planning with evidence that it has been recorded. Such evidence shall be in the form of a copy of the recorded document with the recorders seal.

18. PDSP003 - CUL-1 - CULTURAL RESOURCES AWARENESS TRAINING

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to ground disturbance for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, or any ground disturbing activities within 50 feet of the boundary of P-27-001377 / CA-MNT-1348, a qualified archaeologist either on the County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall provide an Archaeological Resources Sensitivity Training to all construction personnel involved in these earth disturbing activities. The training shall include information on how to identify potential cultural resources, and the procedures for if unanticipated cultural resources are discovered during the course of work.

Compliance or Monitoring Action to be Performed: CUL-1a: Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the Archaeological Resource Sensitivity training to HCD-Planning for review and approval.

CUL-1b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur.

CUL-1c: Prior to issuance of grading/construction permits, the qualified archaeologist shall review the schedule required by mitigation monitoring action CUL-1b, identify which activities would require the training, and submit that information to HCD-Planning.

CUL-1d: Prior to ground disturbance for any work requiring an Archaeological Resources Sensitivity Training as determined by mitigation monitoring action CUL-1c, the owner/applicant/qualified archaeologist shall submit evidence to HCD-Planning that the training required by this mitigation measure occurred. The evidence shall consist of the training materials provided to the construction crew, a list of attendees, and written verification from the qualified archaeologist.

19. PDSP004 - CUL-2 ARCHAEOLOGICAL MONITOR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: A qualified archaeologist either on County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall be retained to provide on-call services and monitor the excavations for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, and any earthwork within 50 feet of the boundary of P-27-001377 / CA-MNT-1348. The archaeological monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

Compliance or Monitoring Action to be Performed: CUL-2a: Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the archaeological monitoring to HCD-Planning for review and approval. The contract shall also include on-call services in the event that cultural resources are discovered outside of the monitoring schedule required by Mitigation Monitoring Action CUL-2b.

CUL-2b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The qualified archaeologist shall review the schedule, identify which activities would require archaeological monitoring, and submit that information to HCD-Planning.

CUL-2c: During the course of construction, if any archaeological resources are discovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3, and if any human remains are discovered County Standard Condition PD003(B).

20. PDSP005 - CUL-3 CULTURAL RESOURCES STOP WORK PROCEDURES

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, archaeological or tribal cultural resources are discovered at the site, the owner/applicant/on-site construction superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it. If archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify County of Monterey HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

When contacted, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. If archaeolgoical resources are uncovered the qualified archaeologist, with recommendations from the tribal cultural monitor, develop an archaeological mitigation plan as outlined in Mitigation Measure CUL-4, which the owner/applicant would be required to adhere to.

A final technical report containing the results of all analyses shall be completed within one year following completion of the field work. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

Compliance or Monitoring Action to be Performed:

CUL-3a: Prior to the issuance of grading or building permits, the Owner/Applicant shall include the text of this mitigation measure and all mitigation monitoring actions on all grading/building plans.

CUL-3b: During construction, should any archaeological or tribal cultural resources be discovered at the site, the owner/applicant/on-site superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it.

CUL3c: During construction, should any archaeological resources, tribal cultural resources, and/or human remains be encountered, the owner/applicant shall establish a 100 foot radius buffer zone of no disturbance and no entry with stakes and flagging tape until a qualified archaeologist and/or the County coroner can inspect the find. The owner/applicant/applicant's contractor shall be responsible to work in cooperation with the on-site monitors and protect the resource until it can be evaluated.

CUL-3d: During construction, if archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

CUL-3e: If contacted pursuant to mitigation monitoring action CUL-3c, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. The owner/applicant/qualified archaeologist shall consult the tribal cultural monitor for recommendations on the disposition of any tribal cultural resources with appropriate dignity. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. Once catalogued, the qualified archaeologist shall prepare an archaeological Mitigation Plan as required by CUL-4.

CUL-3f: On an on-going basis, the owner/applicant shall ensure that artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

21. PDSP006 - CUL-4 ARCHAEOLOGICAL MITIGATION PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If archaeological resources are identified during the course of construction, a qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. In preparing the plan the archaeologist shall consult with the tribal cultural monitor for the treatment of any cultural resources with appropriate dignity, and the final disposition of any artifacts, and submit the plan to HCD-Planning for review and approval.

The goals of the plan are to avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered.

- Measures to avoid disturbance of resources include re-siting or re-designing approved project components if feasible, or capping/covering the resource in a non-destructive manner.
- In accordance with Carmel Area Land Use Plan Policy 2.8.3.4, avoidance shall be pursued prior to considering excavation and recovery.
- Avoidance shall be considered infeasible if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage.
- If avoidance is determined infeasible, the qualified archaeologist shall formulate measures for their treatment and recovery that document the unique resource prior to removal.
- Recommendations of the Tribal Cultural monitor shall be in the plan considered, such as leaving resources in place, reburial onsite, returning them within one (1) year to a representative of the appropriate tribe as recognized by the Native American Heritage Commission, or donating them to the Monterey County Historical Society.

Compliance or Monitoring Action to be Performed:

CUL-4a: If archaeological resources are identified during the course of construction, a qualified archaeologist shall convene with the applicant, project designer(s), HCD-Planning, and the Tribal Cultural Monitor to assess whether avoiding Cultural or Tribal Cultural resources is feasible.

CUL-4a(i): If avoidance of resources is determined to be infeasible by the qualified archaeologist with concurrence from HCD-Planning, the qualified archaeologist shall document this in a letter report and submit it to HCD-Planning.

CUL-4a(ii): If avoidance of resources is feasible, the qualified archaeologist shall incorporate those avoidance measures in the archaeological mitigation plan, and the owner/applicant shall submit revised plans to Housing and Community Development incorporating any feasible re-design/avoidance for review and approval.

CUL-4b: If archaeological resources are identified during the course of construction, and after the completion of mitigation monitoring action CUL-4a, the qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. The qualified archaeologist shall consult with the tribal cultural monitor for recommendations regarding treatment with appropriate dignity and disposition of any cultural resources, and submit the plan to HCD-Planning for review and approval. Beyond avoidance, measures in the plan may include testing, evaluation, and documentation by a qualified archaeologist, and placement of an archaeological protection easement, based on the recommendations of the qualified archaeologist.

CUL-4c: The owner/applicant shall be required to adhere to the approved archaeological mitigation plan on an on-going basis.

CUL-4d: Within one year of the completion of all field work, the qualified archaeologist shall prepare a final technical report containing the results of all analyses, and submit it to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. This technical report shall also document how the measures in the archaeological mitigation plan were adhered to, or if any other follow up action is required to ensure compliance with this mitigation plan.

22. PDSP007 - TR-CUL-1 TRIBAL CULTURAL MONITOR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: A tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the vicinity of the subject site and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately recognized NAHC-recognized representative) shall be on-site and site grading and earth disturbing activity for the project, including rough grading and site preparation, trenching for installation of the sewer running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, any earth disturbing activity within 50 feet of the boundary of P-27-001377 / CA-MNT-1348. The tribal monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features. If resources are discovered, the tribal cultural monitor shall provide recommendations on the disposition of any tribal cultural resources with appropriate dignity.

Compliance or Monitoring Action to be Performed: TR-CUL-1a: Prior to issuance of a grading or building permits, the Applicant/Owner shall submit an executed contract with a tribal cultural monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately NAHC-recognized representative) to HCD-Planning. This Tribal Monitor shall be retained for the duration of earthwork requiring tribal cultural monitoring as detailed in TR-CUL-1b. The monitor shall also be retained on an on-call basis for the duration of construction in the event that any tribal cultural resources are uncovered during construction outside of the monitoring schedule required by Mitigation Monitoring Action TR-CUL-1b.

TR-CUL-1b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates of earth disturbing activity, including when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The tribal monitor required by this mitigation shall review the schedule, identify which activities require tribal monitoring, and submit that information to HCD-Planning. The duration of monitoring is not limited to activity specifically for the sewer line or within 50 feet, and would include rough grading of the site and excavation work for utilities and foundations. Fill of previously graded areas and minor work in previously graded areas such are installation of landscaping in planters need not be monitored.

TR-CUL-1c: During the course of construction, if any archaeological resources are uncovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3 and County Standard Condition PD003(B).

23. CC01 INDEMNIFICATION

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: Owner/Applicant agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code section 66474.9, defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, and/or employees from any claim, action, or proceeding against the County and/or its agents, officers, and/or or employees to attack, set aside, void, or annul this approval and/or related subsequent approvals, including, but not limited to, design approvals, which action is brought within the time provided for under law. Owner/Applicant shall reimburse the County for any court costs and attorney's fees that the County may be required by a court to pay as a result of such action.

The County shall notify Owner/Applicant of any such claim, action, and/or proceeding as expeditiously as possible. The County may, at its sole discretion, participate in the defense of such action. However, such participation shall not relieve Owner/Applicant of his/her/its obligations under this condition. Regardless, the County shall cooperate fully in defense of the claim, action, and/or proceeding.

(County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: This Indemnification Obligation binds Owner/Applicant from the date of approval of this discretionary development permit forward. Regardless, on written demand of the County County's Office, Owner/Applicant shall also execute and cause to be notarized an agreement to this effect. The County Counsel's Office shall send Owner/Applicant an indemnification agreement. Owner/Applicant shall submit such signed and notarized Indemnification Agreement to the Office of the County Counsel for County's review and signature. Owner/Applicant shall then record such indemnification agreement with the County of Monterey Recorder's Office. Owner/Applicant shall be responsible for all costs required to comply with this paragraph including, but not limited to, notary costs and Recorder fees.

24. PW0031 – BOUNDARY SURVEY

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Owner/Applicant shall have a professional land surveyor perform a boundary survey of the easterly, northeasterly, and southeasterly boundary line(s) of the subject parcel and have said lines monumented.

Compliance or Monitoring Action to be Performed: Prior to foundation inspection, Owner/Applicant shall have a professional land surveyor survey and monument the easterly, northeasterly, and southeasterly boundary line of the subject parcel and provide evidence to the County Surveyor of conformance to the setbacks shown on the approved Site Plan. The surveyor shall be responsible for compliance with the requirements of Section 8762 of the California Business and Professions Code (PLS Act).

25. PW0043 - REGIONAL DEVELOPMENT IMPACT FEE

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Prior to issuance of building permits, applicant shall pay the Regional Development Impact Fee (RDIF) pursuant to Monterey Code Chapter 12.90. The fee amount shall be determined based on the parameters adopted in the current fee schedule.

Compliance or Monitoring Action to be Performed: Prior to issuance of Building Permits Owner/Applicant shall pay Monterey County Building Services Department the traffic mitigation fee. Owner/Applicant shall submit proof of payment to the HCD-Engineering Services.

26. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD - Public Works for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.
CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning Department and the
Department of Public Works for review and approval.
2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

27. PW0045 – COUNTYWIDE TRAFFIC FEE

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Prior to issuance of building permits, the Owner/Applicant shall pay the Countywide Traffic Fee or the ad hoc fee pursuant to General Plan Policy C-1.8. The fee amount shall be determined based on the parameters in the current fee schedule.

Compliance or Monitoring Action to be Performed: Prior to issuance of Building Permits, the Owner/Applicant shall pay Monterey County HCD-Building Services the traffic mitigation fee. The Owner/Applicant shall submit proof of payment to HCD-Engineering Services.

28. PDSP008 - PRIVATE SEWER CONNECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of any grading or construction permits, the owner/applicant shall be required to provide evidence that they have secured a sewer connection permit from the Carmel Area Wastewater District (CAWD).

Compliance or Monitoring Action to be Performed: Prior to issuance of grading/construction permits by HCD-Building Services, the owner/applicant shall be required to secure a sewer connection perm it from CAWD, and submit a copy of the approved sewer connection permit to HCD-Planning.

Attachment B – Exhibit 2 Coastal Hazards Deed Restriction

Condition No. 13 PDSP001 – Coastal Hazards Deed Restriction Text:

a. General Provisions. This deed restriction is being recorded to satisfy Condition No. 17 of the Combined Development Permit Approval (PLN210061), approved by County of Monterey Board of Supervisors Resolution No. 25-XX. By accepting this permit, the property owner has accepted the following conditions and restrictions, which shall run with the land and also bind subsequent property owners:

b. Coastal Hazards. The site is subject to coastal hazards, including but not limited to waves, storms, flooding, landslide, shoreline retreat, erosion, and earth movement, many of which will worsen with future sea level rise. This site is on a coastal bluff and is subject to known bluff erosion and slope stability hazards. Geological reports prepared for the Combined Development Permit PLN210061 identified a "100-year blufftop line," and stated that structures should either be setback landward of this 100-year blufftop line or have foundations that penetrate below the 100-year projected bluff profile.

c. Assume Risks. To assume all risks to the Permittee and the properties that are the subject of this permit of injury and damage from such hazards in connection with this permitted development.

d. Liability Waiver. To unconditionally waive any claim of damage or liability against the County of Monterey, and their officers, agents, and employees for injury or damage from such hazards.

e. Indemnification. To indemnify and hold harmless the County of Monterey, and their officers, agents, and employees with respect to the County's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards. This indemnification obligation is in addition to, and cumulative of, the indemnification obligation imposed by the County of Monterey Board of Supervisors in its Resolution No. 25-XX, Condition No. 23. Property owner understands and agrees that both indemnification obligations shall be memorialized in the indemnification agreement required by Board of Supervisors Resolution No. 25-XX, Condition No. 23.

f. Permittee Responsible. That any adverse effects to property caused by the permitted project shall be fully the responsibility of the Permittee.

g. Shoreline Armoring Prohibited. That no shoreline armoring shall ever be constructed to protect the development approved pursuant to this permit, including in the event that the development is threatened with damage or destruction from coastal hazards in the future.

h. Waiver of Rights to Construct Armoring. The Permittee hereby waives, on behalf of itself and all successors and assigns, any rights to construct such armoring that may exist under applicable law.

i. Repair. The property owner may conduct ordinary maintenance and repair on approved structures and their foundations as long as such repair work does not cause the structures to function as shoreline armoring, including sea walls. Shoreline armoring shall be defined as structures which re-direct wave energy during a typical tide or storm to protect development, including prevention of inland habitat migration and accelerated erosion up or down the coast. This provision shall not alleviate the requirement for coastal development permits for development activity / repair that requires a coastal development permit. Should a coastal development permit be required for any repair work, it shall only be approved if the necessary findings to issue a permit can be made by the appropriate authority, and the repair would not function as shoreline armoring.

j. Safety and geotechnical investigation. Safety and geotechnical investigation. The approved project may be constructed and used consistent with the terms and conditions of this permit for only as long as development on the property remains safe for use and occupancy. If any portion of the development is deemed unsafe by an appropriate public agency including the County of Monterey; the coastal bluff edge migrates within five feet of the residence; erosion exposes the residence's pile foundation; or a storm surge event, bluff erosion, or landslide event cause damage to any major structural component of the residence (including any load bearing beam, column, foundation slab, grade beam, or pile), the applicant shall have a geotechnical and coastal hazards investigation prepared by a licensed geotechnical engineer and geologist or engineering geologist at their own expense and submit it to the County of Monterey for review. The investigation shall address whether portions of the approved development are immediately threatened by coastal hazards and/or are unsafe without the installation of new sea walls or shoreline protective structures, and shall identify all those immediate or potential future measures that could stabilize the threat of coastal hazards without shoreline armoring including, but not limited to, removal or relocation of portions of the approved project.

k. Removal/Relocation. If the geotechnical and coastal hazards investigation determines that portions or the entirety of the approved development are immediately threatened by coastal hazards and/or are presently unsafe, the property owner shall, within 90 days of submitting the investigation, submit a Removal/Relocation Plan to the County of Monterey HCD for its review and approval. The Removal/Relocation Plan shall clearly describe how such development is to be removed/relocated and the affected area restored so as to best protect coastal resources. The Removal/Relocation plan shall be processed as an amendment to the Combined Development Permit PLN210061, consistent with the procedures for such amendments in the Monterey County Code. The owner shall be required to undertake the Removal/Relocation work in a reasonable timeframe which shall be established in the Removal/Relocation Plan. Full removal of the development shall only be considered if partial removal or relocation would either require shoreline armoring or the development would still be unsafe for use and occupancy after partial removal or relocation. If portions of the development are destroyed by coastal hazards before they are removed/relocated, the property owner shall remove all recoverable debris associated with the development from the bluff; shall lawfully dispose of the material; and shall restore the affected area so as to best protect coastal resources.

l. This deed restriction shall not prohibit the County of Monterey from considering Emergency Permits consistent with Monterey County Code to abate immediate health and safety risks. However, as required by this deed restriction, such emergency permits shall not allow construction of shoreline armoring.

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JOHNSON RESIDENCE

226 Highway 1
Carmel, California 93923

REVISION	No.

OWNERSHIP NOTES

OWNERSHIP AND USE OF THESE DRAWINGS AND SPECIFICATIONS:

1. TITLE AND ALL "COPYRIGHT" PRIVILEGES TO THESE DRAWINGS AND SPECIFICATIONS IS CLAIMED BY THE ARCHITECT, ERIC MILLER HEREINAFTER REFERRED TO AS "THE ARCHITECT" WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE SUBJECT DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE OWNERSHIP RIGHTS AND THE FOLLOWING RELATED

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4. IN THE EVENT OF UNAUTHORIZED USE BY ANY THIRD PARTY OF THESE DRAWINGS AND SPECIFICATIONS THE CLIENT FOR WHICH THIS WORK WAS ORIGINALLY PREPARED HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT, ERIC MILLER, HIS STAFF/ EMPLOYEES FROM ANY CLAIMS ARISING FROM SUCH UNAUTHORIZED USE.

PROJECT DATA

DESCRIPTION : NEW 2-LEVEL SINGLE FAMILY RESIDENCE WITH 3 BEDROOMS, 3 FULL BATHS, 1 HALF BATH, ATTACHED 1 CAR GARAGE AND ATTACHED CARPORT.

TERRACED RETAINING WALLS LESS THAN 6' TALL PROPOSED IN SETBACK.

SEWER CONNECTION LINE FROM PROPERTY, DOWN THE DRIVEWAY IN THE ACCESS AND UTILITY EASEMENT TO MAIN LINE. PAVE DRIVEWAY IN THE ACCESS AND UTILITY EASEMENT.

PROJECT ADDRESS: 226 HIGHWAY 1, CARMEL, CALIFORNIA 93923

ASSESSOR'S PARCEL NUMBER: 241-182-003-000

LOT SIZE:	0.63 ACRES (27,400 S.F.)
BUILDING HEIGHT:	ALLOWABLE 30' MAX.
ZONING:	LDR/1-D(CZ)

	ALLOWED	PROPOSED
FRONT SETBACK:	30.0'	30.0'
REAR SETBACK:	20.0'	56.8'
SIDE SETBACK:	20.0'	99.2'
FLAG LOT SETBACK:	30.0' RADIUS	56.4' RADIUS
MAX. HEIGHT:	30.0'	22.0'

BUILDING SITE COVERAGE ..... 15 % (ALLOWED)
(ALLOWABLE: 4,110 S.F.)

BUILDING SITE COVERAGE	TOTAL	2,865 S.F.	10.5 %

SITE COVERAGE		
PAVERS @ DRIVEWAY		2,097 S.F.
PAVERS @ LOWER PATIO		298 S.F.
STAIRS		187 S.F.
UTILITY YARD		135 S.F.
RETAINING WALLS & FENCES		369 S.F.
DECK		69 S.F.
	TOTAL	3,155 S.F.

FLOOR AREA ..... 20 % (ALLOWED)
(ALLOWABLE: 5,480 S.F.)

PROPOSED FLOOR AREA		
LOWER FLOOR LEVEL		1,331 S.F.
UPPER FLOOR LEVEL		1,804 S.F.
	SUB TOTAL	3,135 S.F.
GARAGE		244 S.F.
MECHANICAL		146 S.F.
	TOTAL	3,525 S.F. = 12.9 %

UTILITIES

1.	WATER:	MUTUAL WELL - HIGHWAY 1 WATER DISTRIBUTION SYSTEM #12
2.	ELECTRICAL:	PACIFIC GAS & ELECTRIC
3.	GAS:	PROPANE TANK ON SITE
4.	SANITARY SEWER SYSTEM:	CARMEL WASTEWATER

TREE REMOVAL

REMOVE (1) PINE (18" DIAMETER)
REMOVE (3) CYPRESS (TWO 24", 30" DIAMETER)

REMOVE (1) ACACIA (12" DIAMETER)

GRADING

PROPOSED CUT : 700 CU. YDS.
PROPOSED FILL : 390 CU. YDS.
NET CUT : 310 CU. YDS.

PROJECT TEAM

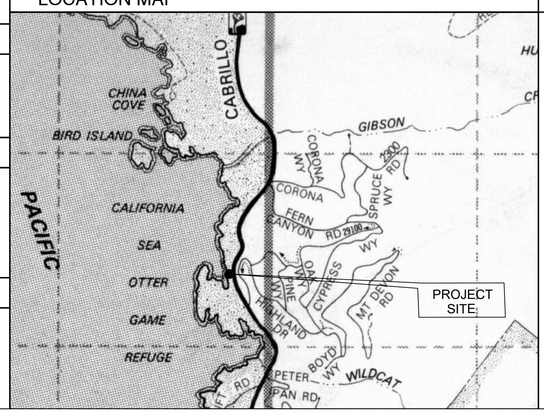
OWNER:	HAL & ALLISON JOHNSON 3630 LOST CREEK BLVD. AUSTIN, TX 78735
ARCHITECT:	ERIC MILLER ARCHITECTS, INC. 211 HOFFMAN AVENUE MONTEREY, CA 93940 PH: 831-372-0410 CONTACT: CARLA HASHIMOTO
SURVEYOR:	RASMUSSEN LAND SURVEYING, INC. 2150 GARDEN ROAD, SUITE A-3 MONTEREY, CA 93940 PH: (831) 375-7240 FAX: (831) 375-2545
GEOTECHNICAL:	ROCK SOLID ENGINEERING, INC. 1100 MAIN STREET, SUITE A WATSONVILLE, CA 95076 PH: (831) 724-5868 FAX: (831) 768-1578
GEOLOGIST:	EASTON GEOLOGY, INC. P.O. BOX 35533 SANTA CRUZ, CA 95063 PH: (831) 247-4317
CIVIL:	LANDSET ENGINEERING 520-B CRAZY HORSE CANYON ROAD SALINAS, CA 93907 PH: 831-443-6970 CONTACT: GUY GIRAUDO
LANDSCAPE ARCHITECT:	SIMON PHILLIPS SEVEN SPRINGS STUDIO 2548 EMPIRE GRADE SANTA CRUZ, CA 95060 PH: (831) 466-4617
ARBORIST:	F.O. CONSULTING 1213 MILES AVENUE PACIFIC GROVE, CA 93950 PH: (831) 373-7086 CONTACT: FRANK ONO
ARCHAEOLOGIST:	PATRICIA PARAMOURE ARCHAEOLOGICAL CONSULTING 5489 SOQUEL DRIVE SOQUEL, CA 95073 PH: (831) 465-9809
BIOLOGIST:	PATRICK REGAN REGAN BIOLOGICAL & HORTICULTURAL CONSULTING CARMEL VALLEY, CA 93924 PH: (831) 659-1991

SHEET INDEX

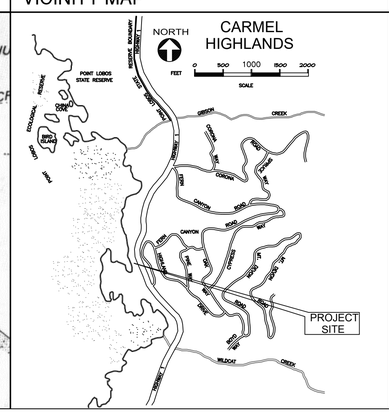
ARCHITECTURAL:

A-0.1	COVER SHEET
1 of 1	TOPOGRAPHIC SURVEY
A-1.1	PROPOSED SITE PLAN
A-1.2a	ORIGINAL VS. PROPOSED SITE PLAN
A-1.2b	SLOPE ANALYSIS DIAGRAM
A-1.2c	NECESSARY DEVELOPMENT DIAGRAM
A-1.3	PROPOSED SEPTIC PLAN
A-1.4	AERIAL PHOTOGRAPH OF SITE
A-2.1	FLOOR PLANS
A-2.2	ROOF PLAN
A-3.1	PROPOSED NORTH & WEST EXTERIOR ELEVS.
A-3.2	PROPOSED SOUTH & EAST EXTERIOR ELEVS.
A-7.1	MATERIAL COLOR SAMPLE
A-7.2	RENDERINGS
A-7.3	LOOK OUT PERSPECTIVE

LOCATION MAP



VICINITY MAP



CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

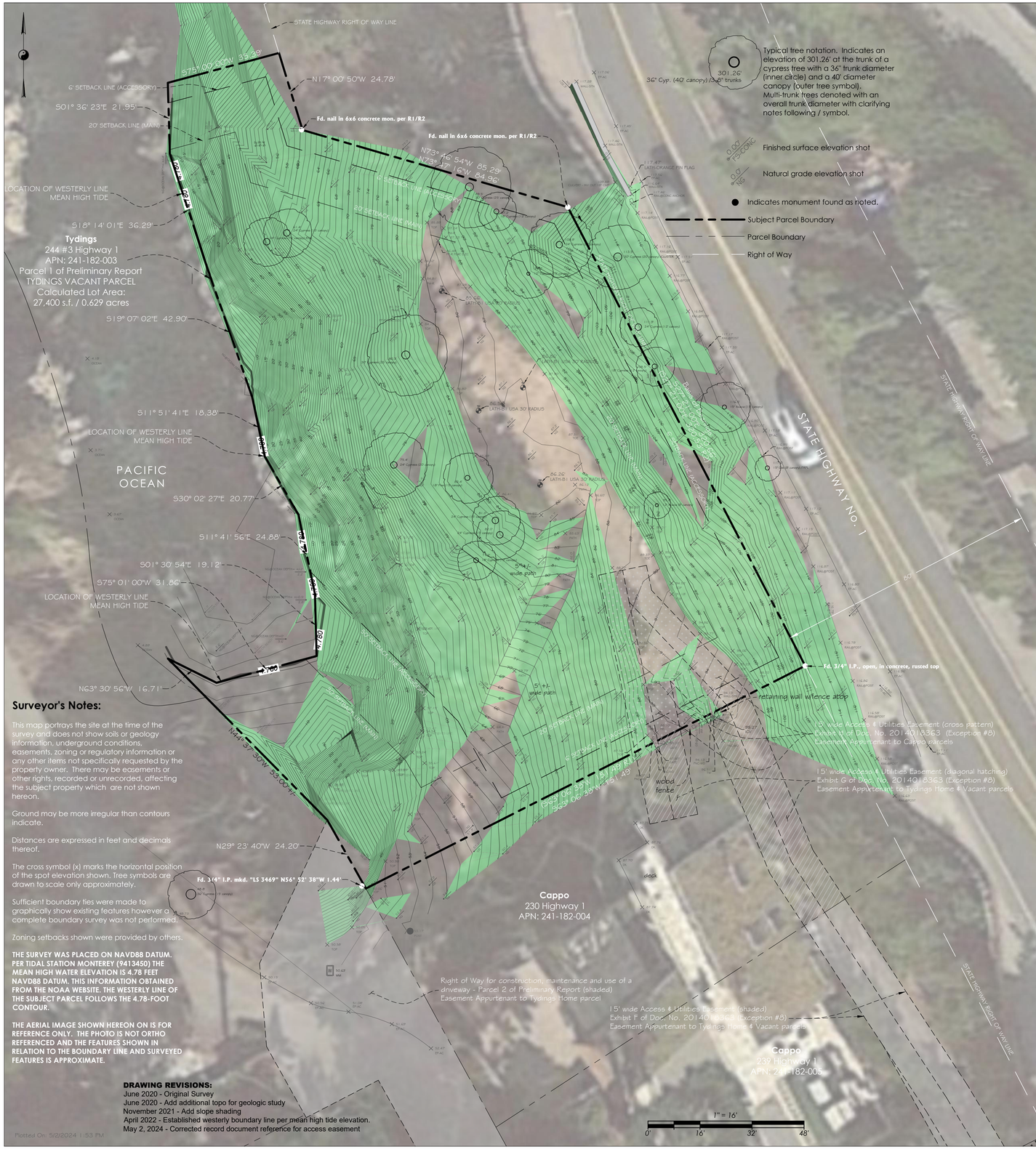
COVER SHEET

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-0.1

SHEET OF



Surveyor's Notes:

This map portrays the site at the time of the survey and does not show soils or geology information, underground conditions, easements, zoning or regulatory information or any other items not specifically requested by the property owner. There may be easements or other rights, recorded or unrecorded, affecting the subject property which are not shown hereon.

Ground may be more irregular than contours indicate.

Distances are expressed in feet and decimals thereof.

The cross symbol (x) marks the horizontal position of the spot elevation shown. Tree symbols are drawn to scale only approximately.

Sufficient boundary ties were made to graphically show existing features however a complete boundary survey was not performed.

Zoning setbacks shown were provided by others.

THE SURVEY WAS PLACED ON NAVD88 DATUM. PER TIDAL STATION MONTEREY (9413450) THE MEAN HIGH WATER ELEVATION IS 4.78 FEET NAVD88 DATUM. THIS INFORMATION OBTAINED FROM THE NOAA WEBSITE. THE WESTERLY LINE OF THE SUBJECT PARCEL FOLLOWS THE 4.78-FOOT CONTOUR.

THE AERIAL IMAGE SHOWN HEREON ON IS FOR REFERENCE ONLY. THE PHOTO IS NOT ORTHO REFERENCED AND THE FEATURES SHOWN IN RELATION TO THE BOUNDARY LINE AND SURVEYED FEATURES IS APPROXIMATE.

DRAWING REVISIONS:
June 2020 - Original Survey
June 2020 - Add additional topo for geologic study
November 2021 - Add slope shading
April 2022 - Established westerly boundary line per mean high tide elevation.
May 2, 2024 - Corrected record document reference for access easement

Plotted On: 5/2/2024 1:53 PM

Map Legend:

Basis of Bearings: As shown or noted hereon.

Vertical Datum: NAVD88.
Site Benchmark: NGS Benchmark PID GU3236. Control disc set in the abutment of bridge 44-16 over Wildcat Creek. Elevation = 115.47'

Contour Interval: Contours as shown hereon are interpolated using computer digital terrain modeling software and spot elevations. Ground may be more irregular than contours indicate.

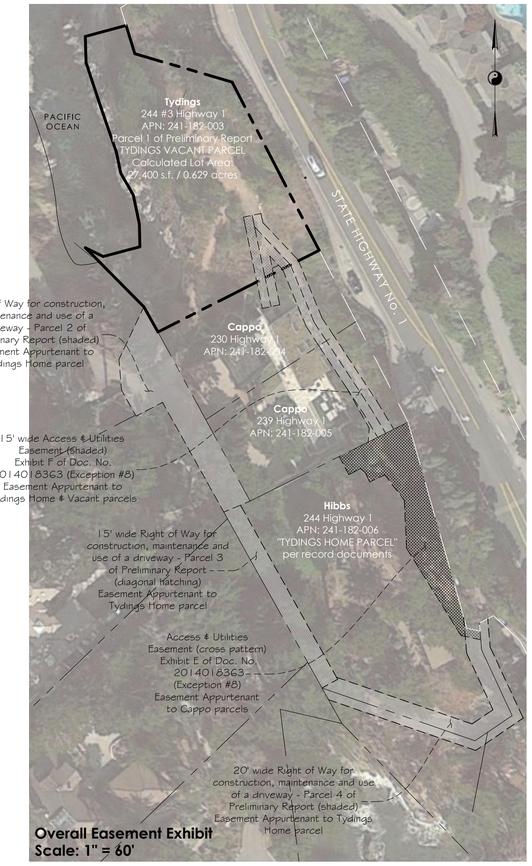
Abbreviations:

Note: The abbreviation and symbol lists below are comprehensive and not all abbreviations or symbols will appear on the map.

Boundary Legend
A.G.S.- above ground surface
A.S.O. - as shown on
AP - angle point
BC - brass cap or begin curve
BFP - backflow preventer
B.G.S.- below ground surface
BOC - back of curb
COR - corner
CP - control point
CTL - CONTROL
DOC.- document
ENG/ENGR - engineer
FD/FND - found
F.T.C. - from true corner
I.P. - iron pipe
L-T/L&T - lead & tag
LS - land surveyor
M-T - MAG NAIL & tag
MAG - MAG NAIL
MKD - marked
MON - monument
N-T - nail & tag
N.R.F. - no reference found
O.R. - Official Records, Monterey County
O.U. - origin unknown
PER - map or corner record when monument was set
POL - point on line
RCE - registered civil engineer
ROW - right of way
S.F.N.F. - searched for, not found
SPK - spike
STA - station(control point)
TBM - temporary benchmark

Topography Legend
AC - asphalt concrete
AD - area drain
AL - area light
BLD/BLDG - building
BLDR(S) - boulder(s)
BOC - back of curb
BRK - brick
BTM/BOT - bottom
BW - back of sidewalk
CF - curb face
CHIM - chimney
CL - centerline
CLM - column
CONC - concrete
D - dirt
DG - decomposed granite
DK - deck
DW - driveway
EA - exposed aggregate concrete
ENCL - enclosure
EP - edge of paving
FF - finished floor
FF-THRESH - finished floor threshold
FH - fire hydrant
FL - flow line
FL-NG - flow line natural grade
FNC - fence
FNC-BRD - board fence
FNC-BW - barbed wire fence
FNC-CL - chain-link fence
FNC-GS - grapestake fence
FNC-HW - hogwire fence
FNC-I - iron fence
FNC-LAT - lattice fence
FNC-PR - post & rail fence
FNC-WD - wood fence
FNC-WI - wrought iron fence
FNC-WR - wire fence
FOB - face of building
FOW - face of wall
FS - finished surface
FTG - footing
FW - front of sidewalk
GAR - garage
GB - grade break
GUT - edge of gutter
GUYA - guy anchor
GUYP - guy pole
GVL - gravel
HC - handicap
HDG - hedge
HRAIL - hand rail
INT - intersection
LNDG - landing
LIP - edge of conc gutter
MB - mailbox
MTL - metal
NG - natural grade
P- pool
PLTR - planter
PTO - patio
PVR - paver
RD - road
RDG - ridge
ROOF-P - roof peak
ROOF-R - roof ridge
STC - stucco
STN - stone
STP - step
STRP - stripe
SW - sidewalk
SWL - swale
TC - top of curb
TOP - top of slope
TOE - toe of slope
TW/TOW - top of wall
WALL-AB - Allen Block wall
WALL-CMU - concrete masonry unit wall
WALL-CRML - Carmel stone wall
WALL-DSTN - dry stack stone wall
WALL-RR - rrtie wall
WALL-STC - stucco wall
WLK - sidewalk

Utility Legend
CATV - cable tv
COMM - communications
CO or C/O - clean out
DDCV - double detector check valve
ELEC - electric
EM - electric meter
EO - electric outlet
GM - gas meter
GV - gas valve
HB - hose bib
ICV - irrigation control valve
IRR - irrigation
JP - joint utility pole
LT - light
LT-STD - light standard/pole
PB - utility pull box
PB-? - unmarked pull box
PF-PIN FLAG
PF-B - blue pin flag
PF-G - green pin flag
PF-O - orange pin flag
PF-P - pink pin flag
PF-PL - purple pin flag
PF-R - red pin flag
PF-W - white pin flag
PF-Y - yellow pin flag
PM - paint mark
PM-B - blue PM (water)
PM-G - green PM (sewer)
PM-O - orange PM (catv/comm)
PM-P - pink PM (unknown facilities)
PM-PL - purple PM (reclaimed water/irr)
PM-R - red PM (elec)
PM-W - white paint mark
PM-Y - yellow PM (gas)
PP - power pole
PVR - paver
SCO - sewer clean out
SDMH - storm drain manhole
SSMH - sanitary sewer manhole
ST LT - street light
STN - stone
TELCO - telephone
TG - top of drain grade
UP - utility pole
UTIL - utility
VLT - vault
VLT-GTE - GTE vault
VLT-PB - PacBell vault
VLT-PGE - PG&E vault
VLT-TELCOM - telecommunications vault
VLT-? - unmarked vault
VLT-VRZ - Verizon vault
WD-wood
WL - water line
WM - water meter
WV - water valve



Overall Easement Exhibit
Scale: 1" = 60'

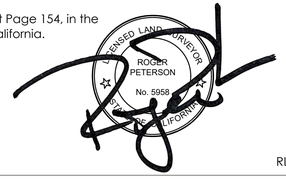
catch basin-drain
control point
electric meter or pull box
fire hydrant
gas meter or pull box
gas valve
guy anchor
irrigation pull box
irrigation control valve
light standard
manhole
point on line
sewer clean out
sign(pole)
storm drain manhole
sewer manhole
telephone manhole
telephone pull box
traffic signal box
cable television pull box
unmarked pull box
utility pole
water meter
water valve
well

Areas with slopes of 30% or greater

Record Map References:

R1: Legal Description per Preliminary Title Report prepared by First American Title Company dated January 30, 2020 (Order #2 714-6147564)

R2: Highway Map filed in Volume 3 of Surveys at Page 154, in the Monterey County Recorder's Office, State of California.



Topographic Survey

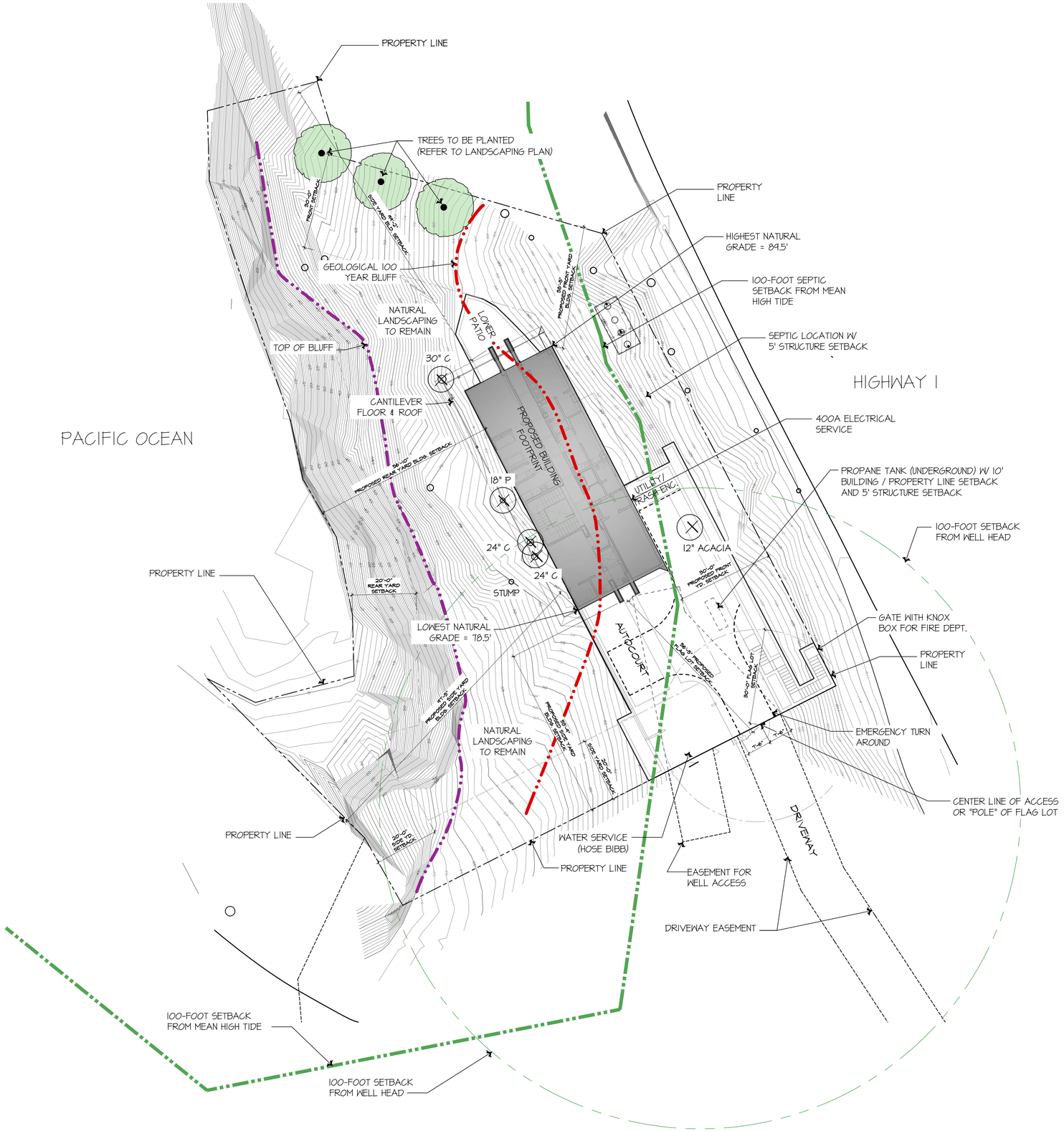
244 #3 Highway 1, APN: 241-182-003
Located in Carmel Highlands, Monterey County, State of California

Prepared For: Terry Tydings
Requested By: Jonathan Spencer, Compass Real Estate

May 2020 / Updated June 2020 / November 2021 / April 2022

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

RLS W.O. # 2020-050



LEGEND

- = BUILDING FOOTPRINT
- = TREE TO BE REMOVED
- = TREE TO BE PLANTED

N

PROPOSED SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

PROPOSED SITE PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.1
SHEET OF

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RELOCATION / COMPACTION

PROPOSED BUILDING FOOTPRINT
DECREASED FROM PREVIOUS BUILDING
FOOTPRINT BY THE FOLLOWING DIMENSIONS:

NORTH WEST = -7'-10"
NORTH EAST = -10'-0"
SOUTH EAST = 0'-0"
SOUTH WEST = -21'-0"

DATA COMPARISON

FLOOR AREA:

PREVIOUS BLDG.	=	4,921 S.F.
PROPOSED BLDG.	=	3,525 S.F.
DIFFERENCE	=	-1,396 S.F.

BUILDING SITE COVERAGE:

PREVIOUS BLDG.	=	4,096 S.F.
PROPOSED BLDG.	=	2,865 S.F.
DIFFERENCE	=	-1,231 S.F.

TREE REMOVAL COUNT:

PREVIOUS BLDG.	=	6 PROTECTED
PROPOSED BLDG.	=	4 PROTECTED
DIFFERENCE	=	-2 PROTECTED

BUILDING HEIGHT:

PREVIOUS BLDG.	=	24.75'
PROPOSED BLDG.	=	22.0'
DIFFERENCE	=	-2.75'

PERCENTAGE IN 30% SLOPE

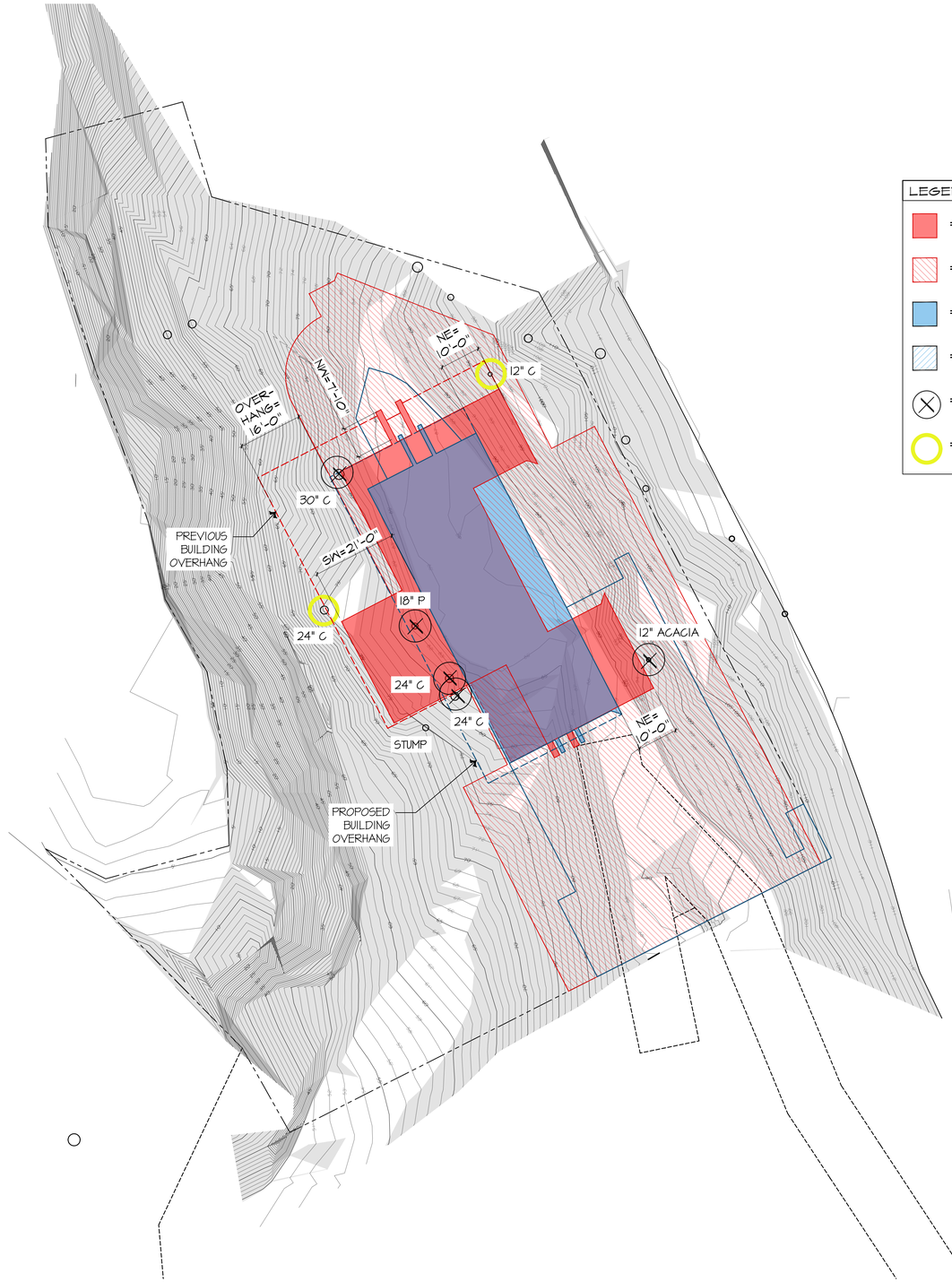
PREVIOUS BUILDING:

BUILDING FOOTPRINT	=	3,119 S.F.*
FOOTPRINT IN 30%	=	1,448 S.F.
PERCENTAGE IN 30%	=	46%

PROPOSED BUILDING:

BUILDING FOOTPRINT	=	2,371 S.F.*
FOOTPRINT IN 30%	=	500 S.F.
PERCENTAGE IN 30%	=	21%

*CALCULATION EXCLUDES CANTILEVER DECKS WHICH DO NOT TOUCH GROUND



LEGEND

- = PREVIOUS BUILDING FOOTPRINT
- = PREVIOUS SITE DEVELOPMENT
- = PROPOSED BUILDING FOOTPRINT
- = PROPOSED SITE DEVELOPMENT
- = TREE TO BE REMOVED
- = TREE TO BE SAVED

N

ORIGINAL & PREVIOUS SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

ORIG. & PRO. SITE PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

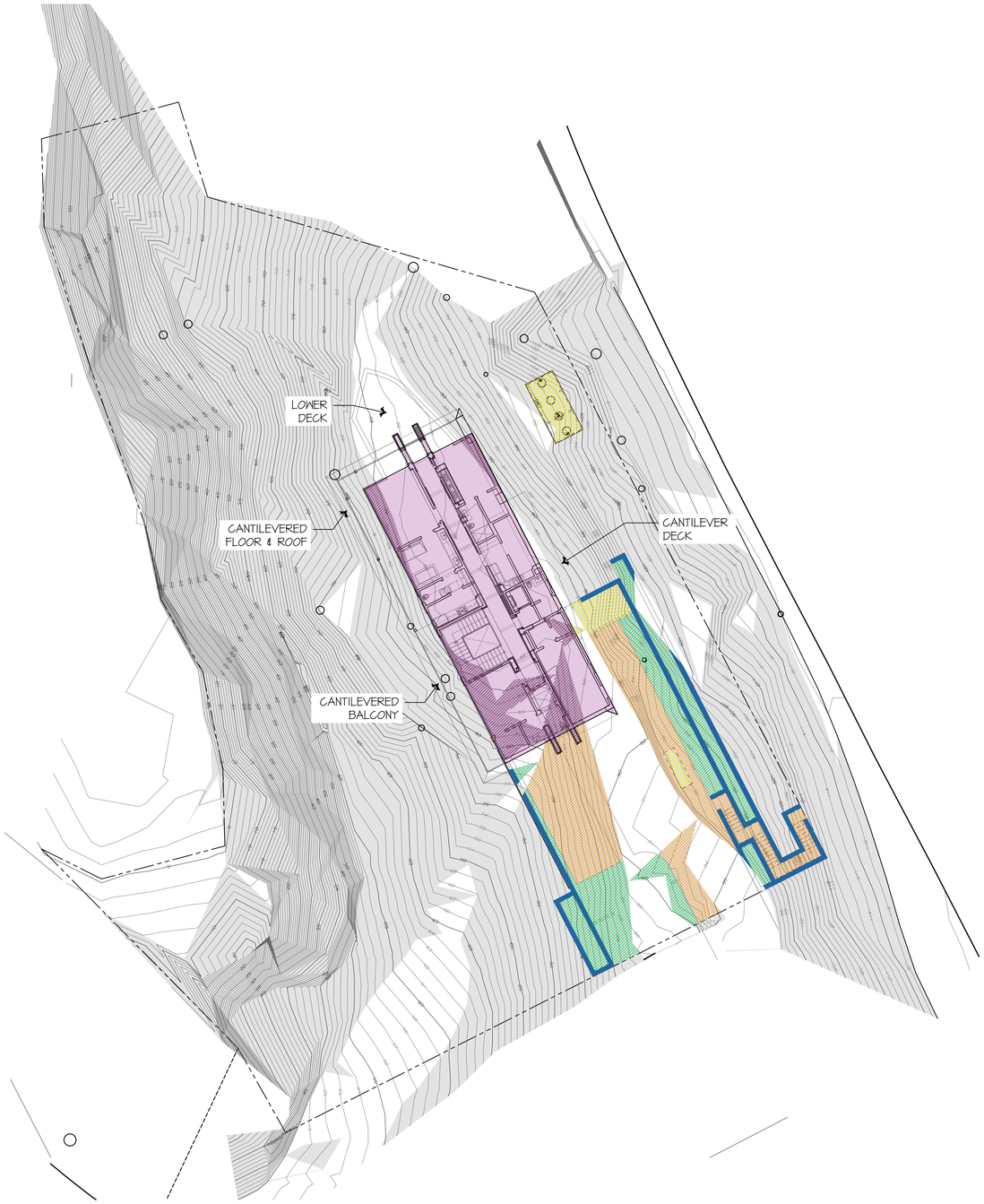
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SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.2a
SHEET OF

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S.F. PROPOSED ON 30% SLOPE	
TOTAL BUILDING FOOTPRINT = 2,371 S.F.	
BUILDING FOOTPRINT IN 30% = 500 S.F.	
	= 21%
PAVING IN 30% = 1,188 S.F.	
RETAINING IN 30% = 313 S.F.	
LANDSCAPING IN 30% = 834 S.F.	
UTILITIES IN 30% = 260 S.F.	
TOTAL DEVELOPMENT IN 30% = 3,095 S.F.	

N

SLOPE ANALYSIS DIAGRAM

SCALE: 1/16"=1'-0"

REVISION	No.

CONSULTANT:

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SLOPE ANALYSIS DIAGRAM

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

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DEVELOPMENT LEGEND

- AUTOCOURT ACCESS FOR 2 OFF STREET PARKING SPACES (GARAGE AND CARPORT) AND ENTRY TO HOUSE
- AUTOCOURT FIRETRUCK TURNAROUND REQUIREMENTS
- FIRE DEPT. ACCESS FROM HIGHWAY 1 TO AUTOCOURT
- AUTOCOURT WELL EASEMENT / ACCESS FOR SERVICING
- NECESSARY GRADING AND RETAINING WALLS FOR REQUIRED ACCESS AND KEEPING STRUCTURES BELOW 6 FEET
- REQUIRED UTILITIES (SEPTIC, PROPANE, UTILITY YARD)

N

NECESSARY DEVELOPMENT DIAGRAM

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

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NECESSARY DEV. DIAGRAM

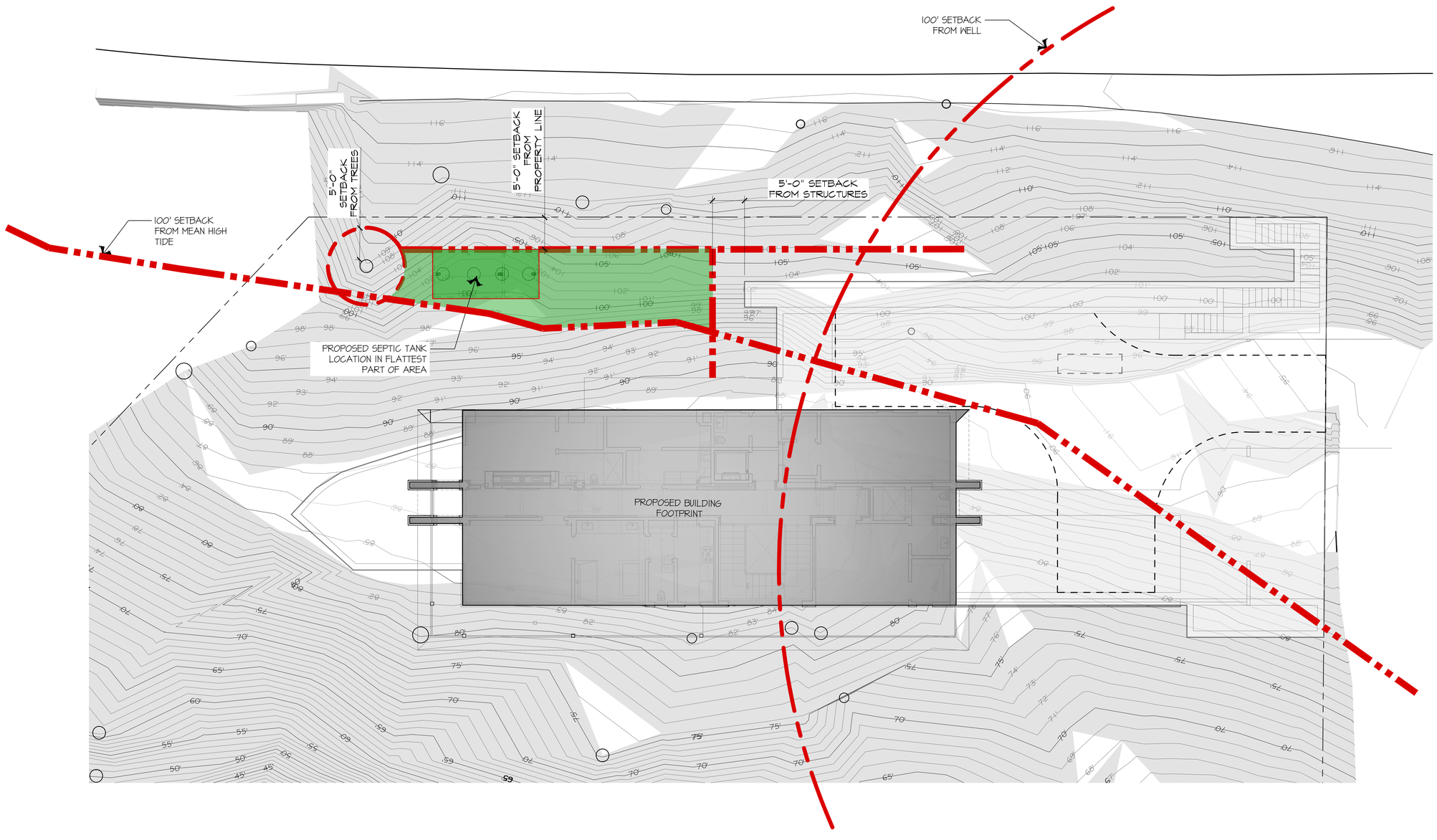
JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

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N

PROPOSED SEPTIC PLAN

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

REVISION	No.

CONSULTANT:

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PROPOSED SEPTIC PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	1/8"=1'-0"
DRAWN:	HRM
JOB NUMBER:	20.09

A-1.3

SHEET OF

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AERIAL PHOTOGRAPH

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AERIAL PHOTOGRAPH

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-1.4
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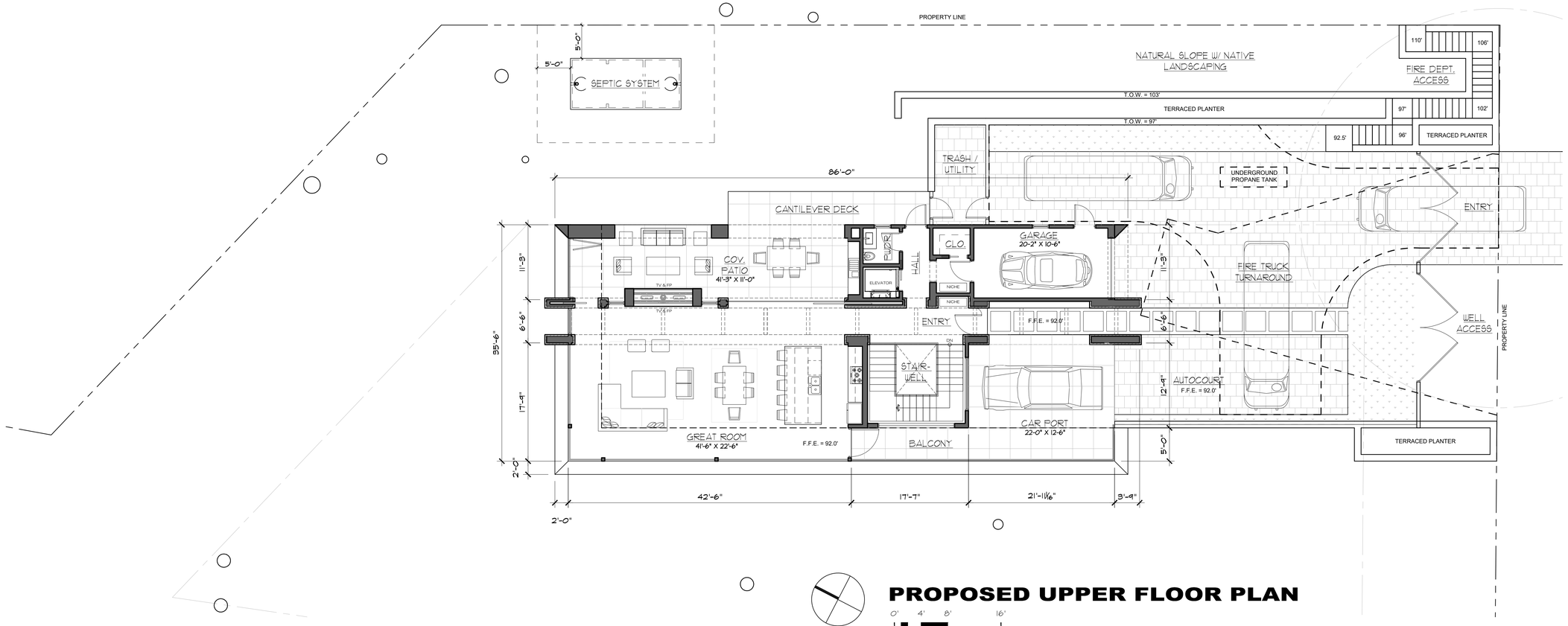
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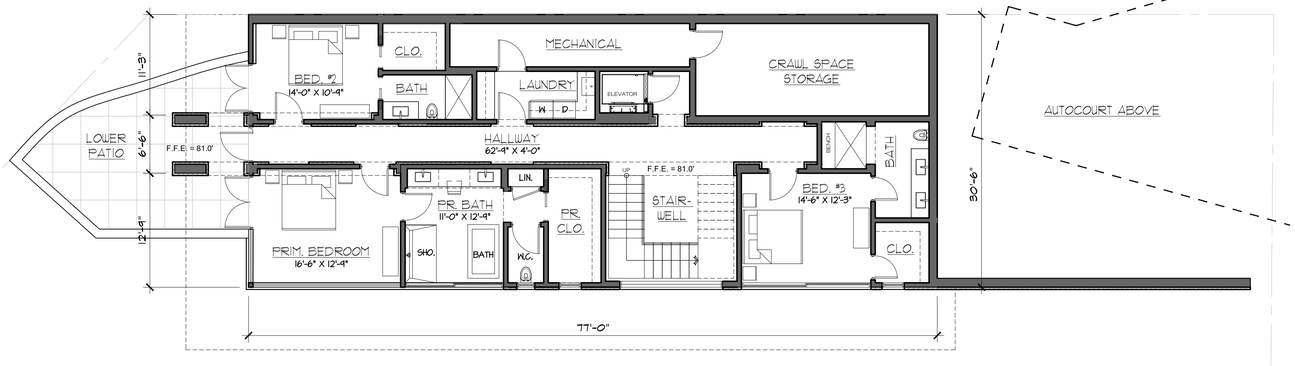
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PROPOSED UPPER FLOOR PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"



PROPOSED LOWER FLOOR PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

REVISION	No.

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FLOOR PLANS

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025

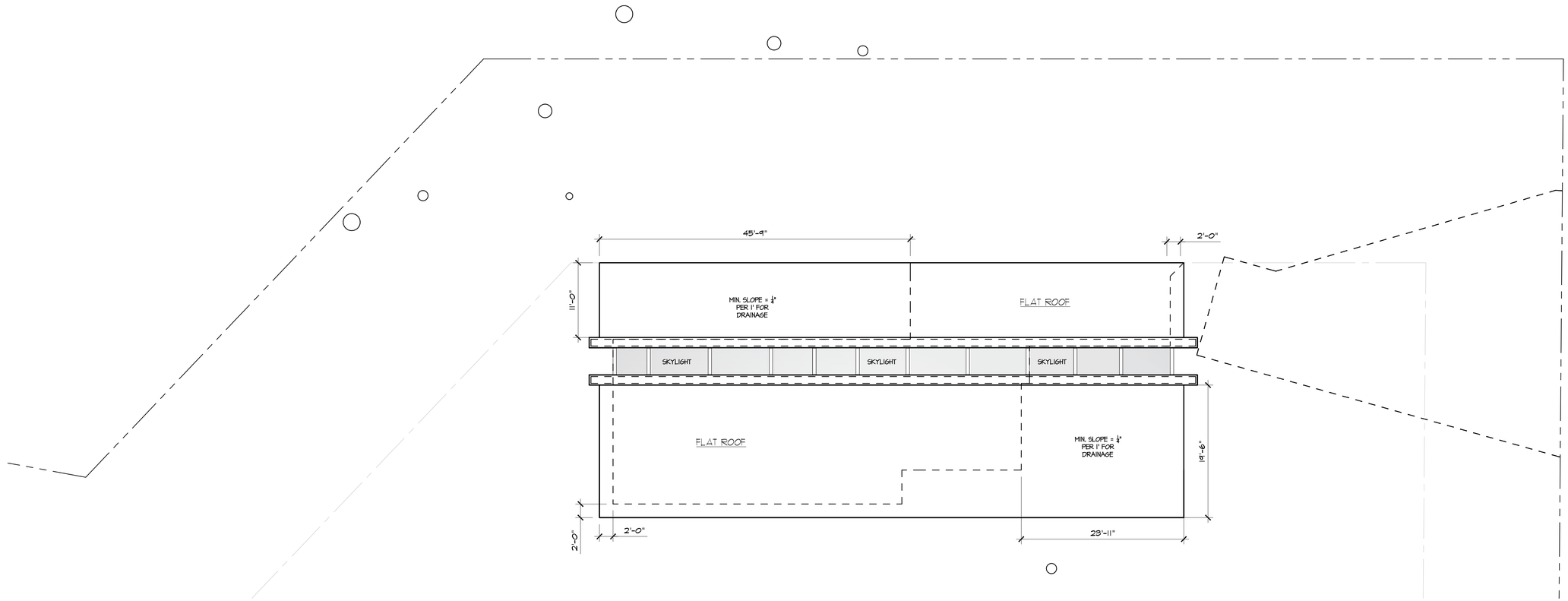
SCALE: 1/8" = 1'-0"

DRAWN: HRM

JOB NUMBER: 20.09

A-2.1

SHEET OF



PROPOSED ROOF PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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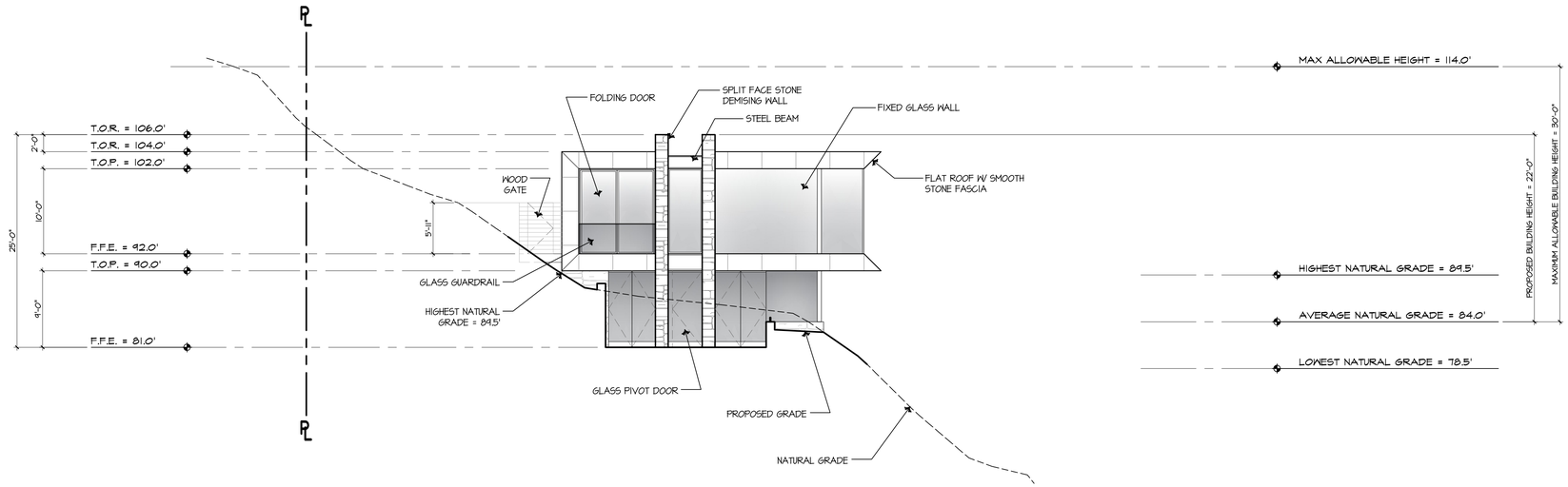
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ERIC MILLER ARCHITECTS, INC.
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PROPOSED ROOF PLAN

JOB NAME: Johnson Residence
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Carmel, CA 93923
A.P.N.: 241-182-003

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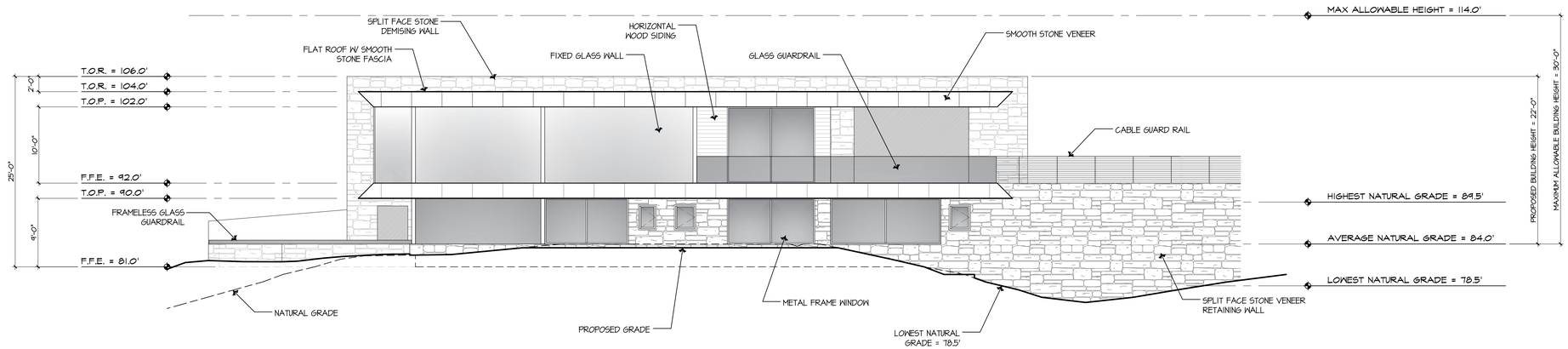
A-2.2
SHEET OF



NORTH ELEVATION

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



WEST ELEVATION

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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REVISION	No.

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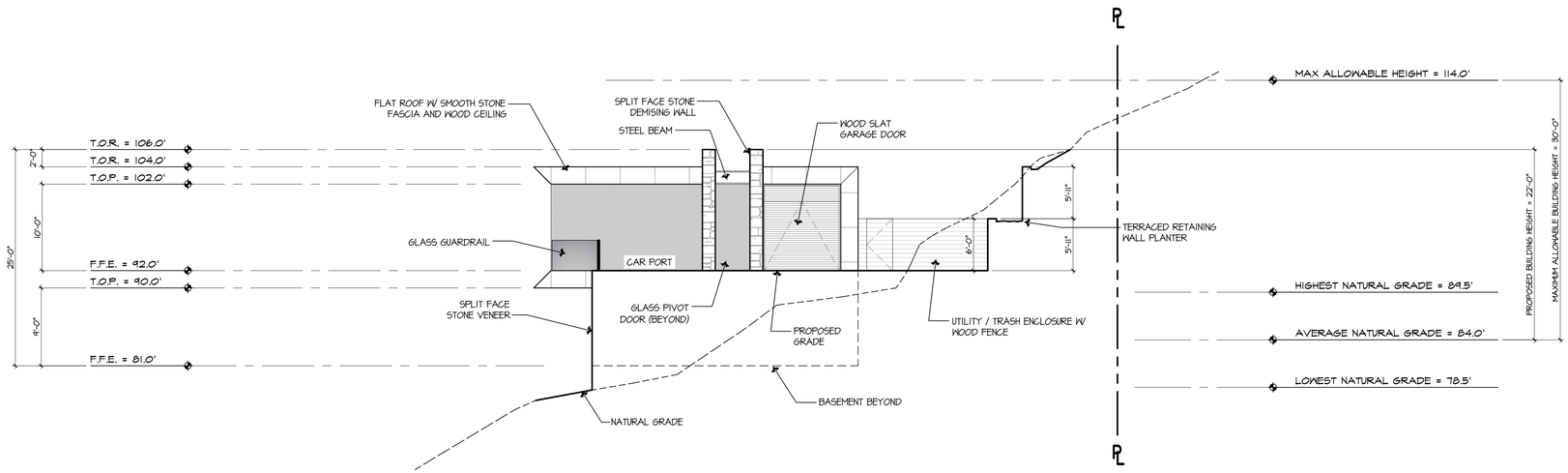
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211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

NORTH & WEST ELEVATION

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/8" = 1'-0"
DRAWN: JK
JOB NUMBER: 20.09

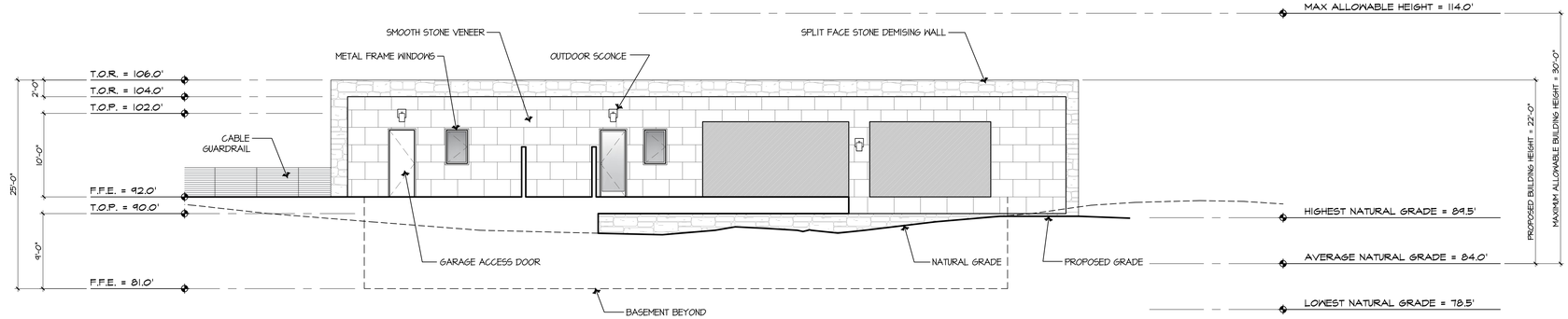
A-3.1
SHEET OF



SOUTH ELEVATION

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



EAST ELEVATION

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

REVISION	No.

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SOUTH & EAST ELEVATION

JOB NAME: Johnson Residence
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Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/8" = 1'-0"
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URBAN ACCESSORIES
STYLE: FLOW



URBAN ACCESSORIES
STYLE: TRIANGLE

10 TRENCH GRATES DRAIN COVER



FRAMELESS PIVOT
GLASS DOOR

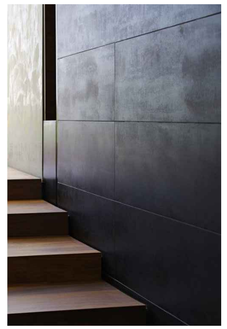


MINIMAL FRAME SLIDING
GLASS DOOR



METAL FRAME WINDOWS

7 FRAMED DOORS & WINDOWS





BLACKENED STAINLESS STEEL

4 STEEL PANEL



BUILT UP ROOF SYSTEM
WITH HIGH ALBEDO / HIGH EMISSIVITY

1 FLAT ROOF



RECESSED DOWN LIGHT
STAINLESS STEEL
7W LED



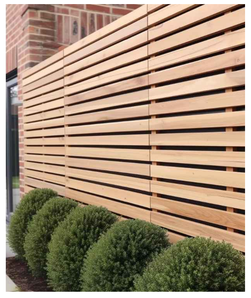
WALL SCONCE
BRONZE BRUSHED
6.6W LED

11 EXTERIOR LIGHTING



GLASS

CABLE



HORIZONTAL CEDAR FENCE
STAINED TO MATCH SIDING

8 RAILING, GUARDRAIL, & FENCE



WOOD SLAT GARAGE DOOR, HORIZONTAL

5 GARAGE DOOR



DECK PAVING: STONE



STEPPING STONES



BELGARD URBANA STONE PAVER, PERMEABLE

2 PAVING

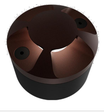


*Designed for use with 12 VAC. LED transformer.
**For use up to 24" maximum overall height.

PATH DOWNLIGHT
STAINLESS STEEL FINISH
3W LED



WALL DOWNLIGHT
STAINLESS STEEL FINISH
3W LED



DRIVEWAY SURFACE DOWNLIGHT
STAINLESS STEEL FINISH
3W LED

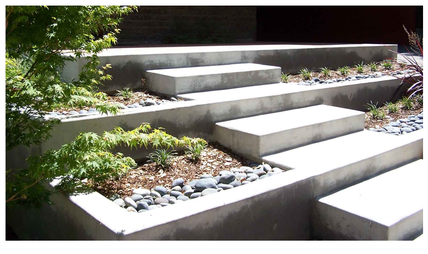
12 LANDSCAPE LIGHTING



COLOR: GOLDEN OAK
MANUFACTURER: MILLBOARD

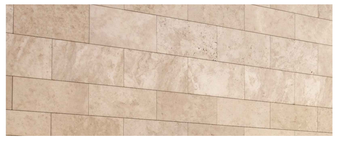


9 WOOD SIDING & CEILING

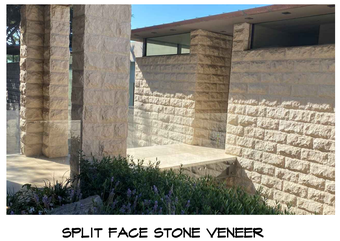


TERRACED RETAINING WALLS W/ STEPS

6 RETAINING WALL



SMOOTH STONE VENEER



SPLIT FACE STONE VENEER

3 STONE VENEER

REVISION	No.

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MATERIAL SAMPLE

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-7.1
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ENTRY PERSPECTIVE



CLIFF SIDE PERSPECTIVE

REVISION	No.

CONSULTANT:

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RENDERING

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: N.T.S.
DRAWN: HRM
JOB NUMBER: 20.09

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SHEET OF

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PREVIOUS PERSPECTIVE FROM LOOK OUT POINT



PROPOSED PERSPECTIVE FROM LOOK OUT POINT
*SEE PAGE A-1.4 FOR LOCATION DIAGRAM

REVISION	No.

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LOOK OUT PERSPECTIVE

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-7.3
SHEET OF

Attachment B - Exhibit 4

RELOCATION / COMPACTION

PROPOSED BUILDING FOOTPRINT
DECREASED FROM PREVIOUS BUILDING
FOOTPRINT BY THE FOLLOWING DIMENSIONS:

NORTH WEST = -7'-10"
NORTH EAST = -10'-0"
SOUTH EAST = 0'-0"
SOUTH WEST = -21'-0"

DATA COMPARISON

FLOOR AREA:

PREVIOUS BLDG.	=	4,921 S.F.
PROPOSED BLDG.	=	3,525 S.F.
DIFFERENCE	=	-1,396 S.F.

BUILDING SITE COVERAGE:

PREVIOUS BLDG.	=	4,096 S.F.
PROPOSED BLDG.	=	2,865 S.F.
DIFFERENCE	=	-1,231 S.F.

TREE REMOVAL COUNT:

PREVIOUS BLDG.	=	6 PROTECTED
PROPOSED BLDG.	=	4 PROTECTED
DIFFERENCE	=	-2 PROTECTED

BUILDING HEIGHT:

PREVIOUS BLDG.	=	24.75'
PROPOSED BLDG.	=	22.0'
DIFFERENCE	=	-2.75'

PERCENTAGE IN 30% SLOPE

PREVIOUS BUILDING:

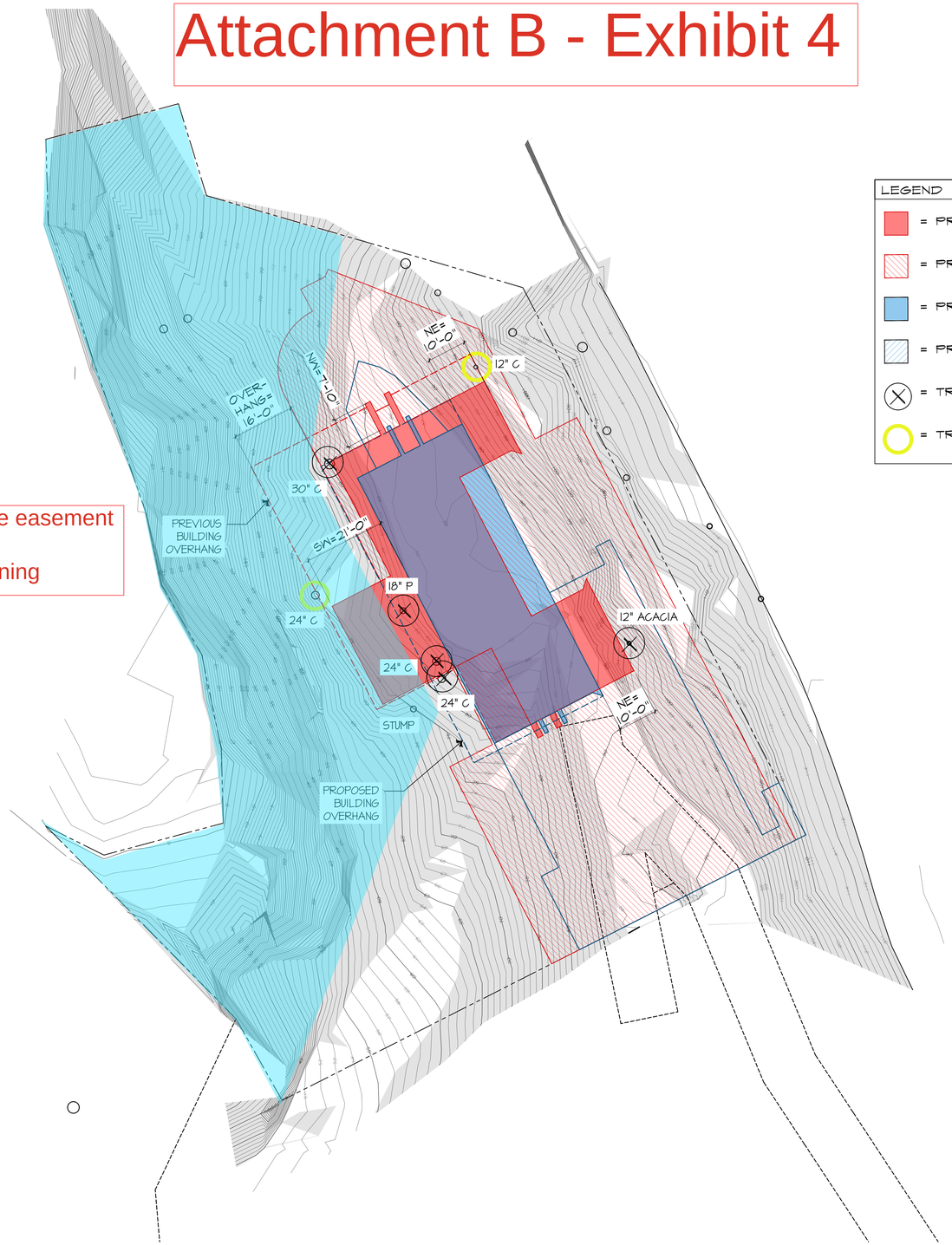
BUILDING FOOTPRINT	=	3,119 S.F.*
FOOTPRINT IN 30%	=	1,448 S.F.
PERCENTAGE IN 30%	=	46%

PROPOSED BUILDING:

BUILDING FOOTPRINT	=	2,371 S.F.*
FOOTPRINT IN 30%	=	500 S.F.
PERCENTAGE IN 30%	=	21%

*CALCULATION EXCLUDES CANTILEVER DECKS WHICH DO NOT TOUCH GROUND

Approximate easement area in teal
- HCD-Planning



LEGEND

- = PREVIOUS BUILDING FOOTPRINT
- = PREVIOUS SITE DEVELOPMENT
- = PROPOSED BUILDING FOOTPRINT
- = PROPOSED SITE DEVELOPMENT
- = TREE TO BE REMOVED
- = TREE TO BE SAVED

N

ORIGINAL & PREVIOUS SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

ORIG. & PRO. SITE PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.2a
SHEET OF

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS SOLELY RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. PUBLICATION IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY MEANS, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED - TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS & SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

J:\20 Jobs\2009 Johnson_DD\009A1-1r1 s.dwg 4-29-25 01:04:00 PM

_DD

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Attachment C

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Print Form

Appendix C

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #;

Project Title: Johnson Hal W Jr & Allison H

Lead Agency: County of Monterey | Contact Person: Philip Angelo

Mailing Address: 1441 Schilling Place, South 2nd Floor | Phone: (831) 784-5731

City: Salinas | Zip: 93901 | County: Monterey

Project Location: County: Monterey | City/Nearest Community: Carmel-by-the-Sea

Cross Streets: Highway 1 and Highlands Drive | Zip Code: 93923

Longitude/Latitude (degrees, minutes and seconds): 36 ° 30 ′ 03 ″ N / 121 ° 56 ′ 17 ″ W Total Acres: 0.63

Assessor's Parcel No.: 241-182-003-000 | Section: | Twp.: | Range: | Base:

Within 2 Miles: State Hwy #: 1 | Waterways: Wildcat Creek & Pacific Ocean

Airports: None | Railways: None | Schools: None

Document Type:

CEQA: ☐ NOP ☐ Early Cons ☐ Neg Dec ☒ Mit Neg Dec ☐ Draft EIR ☐ Supplement/Subsequent EIR (Prior SCH No.) ☐ Other:

NEPA: ☐ NOI ☐ EA ☐ Draft EIS ☐ FONSI

Other: ☐ Joint Document ☐ Final Document ☐ Other:

Local Action Type:

☐ General Plan Update ☐ General Plan Amendment ☐ General Plan Element ☐ Community Plan
☐ Specific Plan ☐ Master Plan ☐ Planned Unit Development ☐ Site Plan
☐ Rezone ☐ Prezone ☐ Use Permit ☐ Land Division (Subdivision, etc.)
☐ Annexation ☐ Redevelopment ☒ Coastal Permit ☐ Other:

Development Type:

☒ Residential: Units 1 Acres 0.63
☐ Office: Sq.ft. Acres Employees
☐ Commercial: Sq.ft. Acres Employees
☐ Industrial: Sq.ft. Acres Employees
☐ Educational:
☐ Recreational:
☐ Water Facilities: Type MGD
☐ Transportation: Type
☐ Mining: Mineral
☐ Power: Type MW
☐ Waste Treatment: Type MGD
☐ Hazardous Waste: Type
☐ Other:

Project Issues Discussed in Document:

☒ Aesthetic/Visual ☐ Agricultural Land ☒ Air Quality ☒ Archeological/Historical ☒ Biological Resources ☒ Coastal Zone ☒ Drainage/Absorption ☐ Economic/Jobs
☐ Fiscal ☐ Flood Plain/Flooding ☒ Forest Land/Fire Hazard ☒ Geologic/Seismic ☐ Minerals ☒ Noise ☐ Population/Housing Balance ☐ Public Services/Facilities
☐ Recreation/Parks ☐ Schools/Universities ☐ Septic Systems ☒ Sewer Capacity ☒ Soil Erosion/Compaction/Grading ☐ Solid Waste ☐ Toxic/Hazardous ☐ Traffic/Circulation
☒ Vegetation ☒ Water Quality ☒ Water Supply/Groundwater ☐ Wetland/Riparian ☐ Growth Inducement ☒ Land Use ☒ Cumulative Effects ☐ Other:

Present Land Use/Zoning/General Plan Designation:

"Residential – Low Density" / "Low Density Residential, 1 unit per acre, with a Design Control Overlay [LDR/1-D (CZ)]"

Project Description: *(please use a separate page if necessary)*

Allow construction of a 4,921 square foot single family residence, inclusive of 803 square feet of non-habitable space for an attached garage and mechanical room, and associated site improvements including grading with 2,305 cubic yards of cut and 355 cubic yards of fill; development within 50 feet of a coastal bluff; removal of 6 Native trees, including 5 Monterey Cypress and 1 Monterey Pine; 6,758 square feet of development on slopes in excess of 30 percent; development within 750 feet of known archaeological resources; a variance to reduce a front setback parallel to Highway 1 from 30 feet to 20 feet; and a variance to reduce the front setbacks on the southeast corner of the property from 30 feet to 2 feet for an emergency access stairway.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "**X**".
If you have already sent your document to the agency please denote that with an "**S**".

____	Air Resources Board	____	Office of Historic Preservation
____	Boating & Waterways, Department of	____	Office of Public School Construction
____	California Emergency Management Agency	____	Parks & Recreation, Department of
____	California Highway Patrol	____	Pesticide Regulation, Department of
S	Caltrans District # 5	____	Public Utilities Commission
____	Caltrans Division of Aeronautics	X	Regional WQCB # 3
____	Caltrans Planning	____	Resources Agency
____	Central Valley Flood Protection Board	____	Resources Recycling and Recovery, Department of
____	Coachella Valley Mtns. Conservancy	____	S.F. Bay Conservation & Development Comm.
S	Coastal Commission	____	San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
____	Colorado River Board	____	San Joaquin River Conservancy
____	Conservation, Department of	____	Santa Monica Mtns. Conservancy
____	Corrections, Department of	____	State Lands Commission
____	Delta Protection Commission	____	SWRCB: Clean Water Grants
____	Education, Department of	____	SWRCB: Water Quality
____	Energy Commission	____	SWRCB: Water Rights
S	Fish & Game Region # 4	____	Tahoe Regional Planning Agency
____	Food & Agriculture, Department of	____	Toxic Substances Control, Department of
____	Forestry and Fire Protection, Department of	____	Water Resources, Department of
____	General Services, Department of		
____	Health Services, Department of	____	Other:
____	Housing & Community Development	____	Other:
X	Native American Heritage Commission		

Local Public Review Period (to be filled in by lead agency)

Starting Date July 11, 2024 Ending Date August 12, 2024

Lead Agency (Complete if applicable):

Consulting Firm: Rincon Consultants, Inc.
Address: 80 Garden Ct #240
City/State/Zip: Monterey, CA 93940
Contact: Gianna Meschi
Phone: (831) 920-6543

Applicant: Johnson Hal W Jr & Allison H
Address: 3630 Lost Creek Blvd
City/State/Zip: Austin, TX 78735
Phone:

Signature of Lead Agency Representative: _____ **Date:** 7/8/2024

Phil Angelo, Senior Planner (working out of class)

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

County of Monterey
State of California

MITIGATED NEGATIVE DECLARATION

FILED
JUL 11 2024
XOCHITL MARINA CAMACHO
MONTEREY COUNTY CLERK
DEPUTY

Project Title:	Johnson Hal W Jr & Allison H
File Number:	PLN210061
Owner:	Johnson Hal W Jr & Allison H
Project Location:	226 Highway 1, Carmel
Primary APN:	241-182-003-000
Project Planner:	Philip Angelo
Permit Type:	Combined Development Permit
Project Description:	Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval to allow construction of: a. A 4,921 square foot single family residence, inclusive 803 square feet of non-habitable space for an attached garage and a mechanical room, and b. Associated site improvements including: i. grading with 2,305 cubic yards of cut and 355 cubic yards of fill, ii. an auto-court, interior courtyard, and patio area with a hot tub, iii. an emergency fire access stairway, iv. a foundation system consisting of micropiles, soil nails, and two retaining walls parallel to Highway 1, and v. utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and an approximately 400 lineal foot sewer line; and 2) Coastal Development Permit to allow development within 50 feet of a coastal bluff; 3) Coastal Development Permit to allow removal of 6 trees, including 5 Monterey cypress (four of which are landmark trees) and 1 Monterey Pine; 4) Coastal Development Permit to allow 6,758 square feet of development on slopes in excess of 30%; 5) Coastal Development Permit to allow development within 750 feet of known archaeological resources; 6) Variance to the required setbacks to reduce the front setback parallel to Highway 1 from 30 feet to 20; and 7) Variance to the required setbacks specifically for an emergency access stairway to reduce the front setback parallel to Highway 1 from 30 feet to 2 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet.

THIS PROPOSED PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS IT HAS BEEN FOUND:

a) That said project will not have the potential to significantly degrade the quality of the environment.

b) That said project will have no significant impact on long-term environmental goals.

c) That said project will have no significant cumulative effect upon the environment.

d) That said project will not cause substantial adverse effects on human beings, either directly or indirectly.

Decision Making Body:	Monterey County Planning Commission
Responsible Agency:	County of Monterey
Review Period Begins:	July 11, 2024
Review Period Ends:	August 12, 2024

Further information, including a copy of the application and Initial Study are available at the Monterey County Housing & Community Development, 1441 Schilling Place South, 2nd Floor, Salinas, CA 93901/(831) 755-5025

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT

Planning – Building – Housing
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION
MONTEREY COUNTY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that Monterey County Housing & Community Development has prepared a draft Mitigated Negative Declaration, pursuant to the requirements of CEQA, for a Combined Development Permit (Johnson Hal W Jr & Allison H, File Number PLN210061) at 226 Highway 1, Carmel (APN 241-182-003-000) (see description below).

The Mitigated Negative Declaration and Initial Study, as well as referenced documents, are available for review at Monterey County Housing & Community Development – Planning, 1441 Schilling Pl South 2nd Floor, Salinas, California. The Mitigated Negative Declaration and Initial Study are also available for review in an electronic format by following the instructions at the following link: https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/recent-environmental-documents .

The Planning Commission will consider this proposal at a meeting on September 11, 2024 in the Monterey County Board of Supervisors Chambers, 168 West Alisal St, Salinas, California. Written comments on this Mitigated Negative Declaration will be accepted from **July 11, 2024** to **August 12, 2024**. Comments can also be made during the public hearing.

Project Description:
The project would a require a Combined Development Permit consisting of:

1) A Coastal Administrative Permit and Design Approval to allow construction of:
    a. A 4,921 square foot single-family residence, inclusive 803 square feet of non-habitable space for an attached garage and a mechanical room, and
    b. Associated site improvements including:
        i. grading with 2,305 cubic yards of cut and 355 cubic yards of fill,
        ii. an auto-court, interior courtyard, and patio area with a hot tub,
        iii. an emergency fire access stairway,
        iv. a foundation system consisting of micropiles, soil nails, and two retaining walls parallel to Highway 1, and
        v. utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and an approximately 400 lineal foot sewer line; and
2) A Coastal Development Permit to allow development within 50 feet of a coastal bluff;
3) A Coastal Development Permit to allow removal of 6 trees, including 5 Monterey cypress (four of which are landmark trees) and 1 Monterey pine;
4) A Coastal Development Permit to allow 6,758 square feet of development on slopes in excess of 30%;
5) A Coastal Development Permit to allow development within 750 feet of known archaeological resources;
6) A Variance to the required setbacks to reduce the front setback parallel to Highway 1 from 30 feet to 20; and
7) A Variance to the required setbacks specifically for an emergency access stairway to reduce the front setback parallel to Highway 1 from 30 feet to 2 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet.

We welcome your comments during the 30-day public review period. You may submit your comments in hard copy to the name and address above. The Agency also accepts comments via e-mail or facsimile but requests that you follow these instructions to ensure that the Agency has received your comments. To submit your comments by e-mail, please send a complete document including all attachments to:

CEQAcomments@countyofmonterey.gov

An e-mailed document should contain the name of the person or entity submitting the comments and contact information such as phone number, mailing address and/or e-mail address and include any and all attachments referenced in the e-mail. To ensure a complete and accurate record, we request that you also provide a follow-up hard copy to the name and address listed above. If you do not wish to send a follow-up hard copy, then please send a second e-mail requesting confirmation of receipt of comments with enough information to confirm that the entire document was received. If you do not receive e-mail confirmation of receipt of comments, then please submit a hard copy of your comments to ensure inclusion in the environmental record or contact the Agency to ensure the Agency has received your comments.

Facsimile (fax) copies will be accepted with a cover page describing the extent (e.g. number of pages) being transmitted. A faxed document must contain a signature and all attachments referenced therein. Faxed document should be sent to the contact noted above at **(831) 757-9516**. To ensure a complete and accurate record, we request that you also provide a follow-up hard copy to the name and address listed above. If you do not wish to send a follow-up hard copy, then please contact the Agency to confirm that the entire document was received.

For reviewing agencies: Housing & Community Development requests that you review the enclosed materials and provide any appropriate comments related to your agency's area of responsibility. The space below may be used to indicate that your agency has no comments or to state brief comments. In compliance with Section 15097 of the CEQA Guidelines, please provide a draft mitigation monitoring or reporting program for mitigation measures proposed by your agency. This program should include specific performance objectives for mitigation measures identified (CEQA Section 21081.6(c)). Also inform this Agency if a fee needs to be collected in order to fund the mitigation monitoring or reporting by your agency and how that language should be incorporated into the mitigation measure.

All written comments on the Initial Study should be addressed to:

County of Monterey
Housing & Community Development
Attn: Philip Angelo
1441 Schilling Pl South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr & Allison H; File Number PLN210061

From: Agency Name: _____
Contact Person: _____
Phone Number: _____

___ No Comments provided
___ Comments noted below
___ Comments provided in separate letter

COMMENTS: _____

_____

DISTRIBUTION

1. State Clearinghouse (1 copy of the Executive Summary & Notice of Completion)
2. County Clerk's Office
3. Caltrans District 5 (San Luis Obispo office)
4. California Coastal Commission
5. Association of Monterey Bay Area Governments
6. Monterey Bay Air Resources District
7. California Department of Fish & Wildlife, Region 4, Renee Robison
8. Louise Miranda-Ramirez, C/O Ohlone/Costanoan-Esselen Nation
9. Tom "Little Bear" Nason, Tribal Chairman of the Esselen Tribe of Monterey County
10. Carmel Highlands Fire Protection District
11. Monterey County Agricultural Commissioner
12. Monterey County Water Resources Agency
13. Monterey County HCD-Engineering Services
14. Monterey County HCD-Environmental Services
15. Monterey County Public Works, Facilities & Parks
16. Monterey County Environmental Health Bureau
17. Monterey County Sheriff's Office
18. Patrick Treanor, District Engineer, Carmel Area Wastewater District ("CAWD") (Notice of Intent only)
19. Stephanie Kister, Monterey Peninsula Water Management District ("MPWMD") (Notice of Intent only)
20. Johnson Hal W Jr & Allison H, Owner
21. Carla Hashimoto C/O Eric Miller Architects, Agent
22. Dennis Chambers (Notice of Intent only)
23. Heide Cortopassi (Notice of Intent only)
24. Alex J Lorca, Fenton & Keller (Notice of Intent only)
25. Kristie M Campbell, Fenton & Keller (Notice of Intent only)
26. The Open Monterey Project
27. LandWatch Monterey County
28. Property Owners & Occupants within 300 feet (**Notice of Intent only**)

Distribution by e-mail only (Notice of Intent only):

29. U.S. Army Corps of Engineers (San Francisco District Office: Katerina Galacatos: galacatos@usace.army.mil)
30. Juan Barboza (jbarboza@nccrc.org)
31. Molly Erickson (Erickson@stamplaw.us)
32. Margaret Robbins (MM_Robbins@comcast.net)
33. Michael Weaver (michaelrweaver@mac.com)
34. Monterey/Santa Cruz Building & Construction (Office@mscbctc.com)
35. Garry Hofer (garry.hofer@amwater.com)
36. Jack Wang (Jack.Wang@amwater.com)
37. Jeana Arnold (jeana.arnold@pge.com)
38. Louise Miranda-Ramirez (Ramirez.louise@yahoo.com)
39. Mimi Sheridan (mimisheridan@msn.com)
40. California Department of Fish & Wildlife (r4ceqa@wildlife.ca.gov)
41. Michael Lozeau C/O Lozeau Drury LLP (michael@lozeaudrury.com)
42. Juliana Lopez C/O Lozeau Drury LLP (juliana@lozeaudrury.com)
43. California Department of Fish & Wildlife, Marine Region (r7ceqa@wildlife.ca.gov)
44. Tom Oliveri (theoliveris@gmail.com)
45. Heather Roberts (heather@herinc.co)
46. Jennifer Breitenwischer (breitenj@hotmail.com)

Revised 6/20/24

COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT
PLANNING
1441 SCHILLING PLACE, 2nd FLOOR, SALINAS, CA 93901
PHONE: (831) 755-5025 FAX: (831) 757-9516

Project Title:	Johnson Hal W Jr & Allison H, "Johnson Residence Project"
File No.:	PLN210061
Project Location:	226 Highway 1, Carmel, California 93923 (formerly 244 #3 Highway 1)
Property Owner/Applicant:	Hal and Allison Johnson
Applicant's Agent:	Eric Miller Architects
Assessor's Parcel Number(s):	241-182-003-000
Acreage of Property:	Approximately 0.63 acre, or 27,400 square feet
General Plan Designation:	Residential – Low Density
Zoning District:	Low Density Residential, 1 unit per acre, with a Design Control Overlay [LDR/1-D (CZ)]
Lead Agency:	County of Monterey
Prepared By:	Rincon Consultants, Inc. and County of Monterey – Housing and Community Development
Date Prepared:	July 1, 2024, clarified and amplified May 17, 2025
Contact Person:	Phil Angelo, Associate Planner, County of Monterey Housing and Community Development Department Phone: (831) 784-5731 Email: AngeloP@CountyofMonterey.gov

II. DESCRIPTION OF PROJECT AND ENVIRONMENTAL SETTING

A. Description of Project:

Introduction

The proposed project is located at 226 Highway 1 (formerly 244 #3 Highway 1), Assessor's Parcel Number 241-182-003-000, within the Carmel Area Land Use Plan (LUP) in unincorporated Monterey County. Figure 1~~Figure 1~~ shows the regional location of the project site and Figure 2~~Figure 2~~ provides an aerial image of the project site in its neighborhood context. The project entails the construction of a two-level, ~~4,921~~ 3,525 square foot single family residence and associated site improvements. The residence would include:

- a ~~2,389~~ 1,331 square foot lower level,
- a ~~1,729~~ 1,804 square foot upper level,
- a mechanical room and attached garage which total 390 ~~803~~ square feet, and
- an exterior auto court~~, a central courtyard, deck~~.

Associated site improvements include construction of a ~~2,127~~ 2,097 square foot driveway and auto court west of and generally parallel to Highway 1 which would connect to an existing private drive and provide access to Highway 1, and paving of the driveway within the access easement leading to the site. The project would also include construction of soil nails and two retaining walls upslope of the proposed residence to the north and east, post-construction stormwater control (drainage) improvements, a patio area with a hot tub, an underground propane tank, and a landscaped courtyard.

For utilities the project would also include an upgrade to the centralized water treatment system of Highway 1 Water Distribution System No. 12. The project would also include construction of a septic tank (for solid sewage waste) and an ejector pump and sewer line (for effluent). The sewer line would run from the property through existing utility easements on neighboring properties with Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000 where it would connect to a private collective sewer line that conveys wastewater east underneath Highway 1, and then connects into the Carmel Area Wastewater District (CAWD) sewer system.

The residence would have a height of ~~29 feet and 6 inches~~22 feet from average natural grade and a building site coverage of ~~14.9~~10.5 percent, consistent with County of Monterey zoning requirements. The project would include a 30-foot radius front setback from where the private driveway easement enters the site, consistent with the County's flag lot setback interpretation (Source IX.49); a 20-foot rear setback from the northern property line; and a 20-foot side setback from the western property line (ocean). An additional 30-foot setback parallel to Highway 1 would be required by Monterey County Code section 20.62.040.M., which states that where a property abuts multiple streets to take the front setback from each of those streets (Source IX.44). ~~In this case, a variance to reduce the front setback along Highway 1 from 30 feet to 20 feet is proposed for the residence. An additional variance is proposed reducing the front setbacks along the southern and easterly property lines from 30 feet to 2 feet for the retaining wall and emergency fire access stairway in the southeast corner of the site.~~ The foundation system for the

residence would consist of micro piles that extend below the projected 100-year bluff profile identified in the geological report prepared for the project (Source IX.19).

Table 1
~~Table 1~~ summarizes components of the proposed project. Figure 3 shows the proposed site plan, and Figure 4 show visual simulations of the proposed residence.

Table 1 Project Components (square feet)

Project Component	Quantity
Residence Lower level	~~2,389~~1,331 square feet
Residence Upper level	~~1,729~~1,804 square feet
Garage and mechanical	~~803~~ 390 square feet
Total Floor Area for Garage and Residence	~~4,921~~3,525 square feet
Total Building Coverage	~~4,096~~2,865 square feet
Total Impervious Surfaces	Approximately ~~8,870~~6,020 square feet

(Source IX.39)

Figure 1 Regional Location

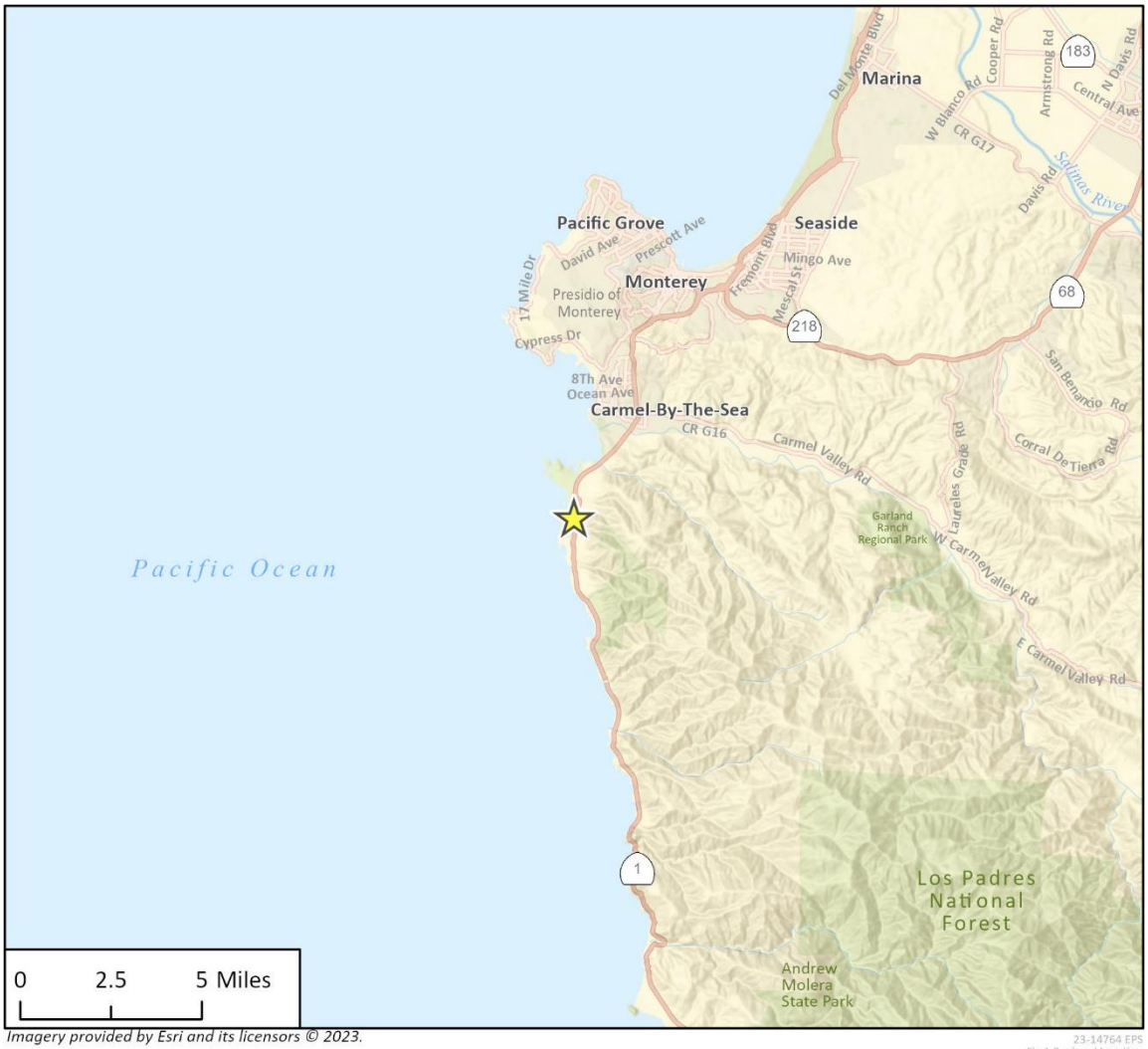
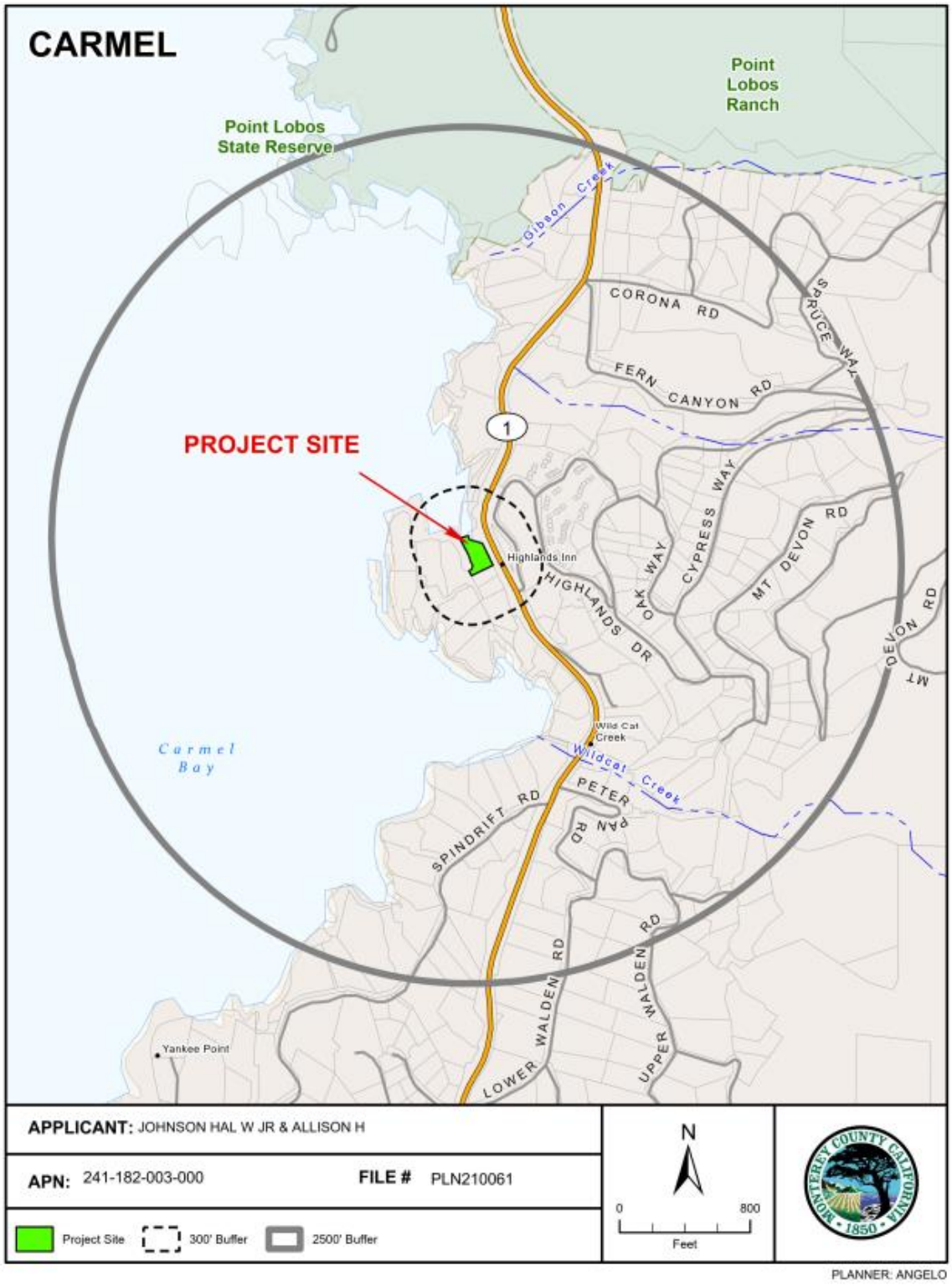
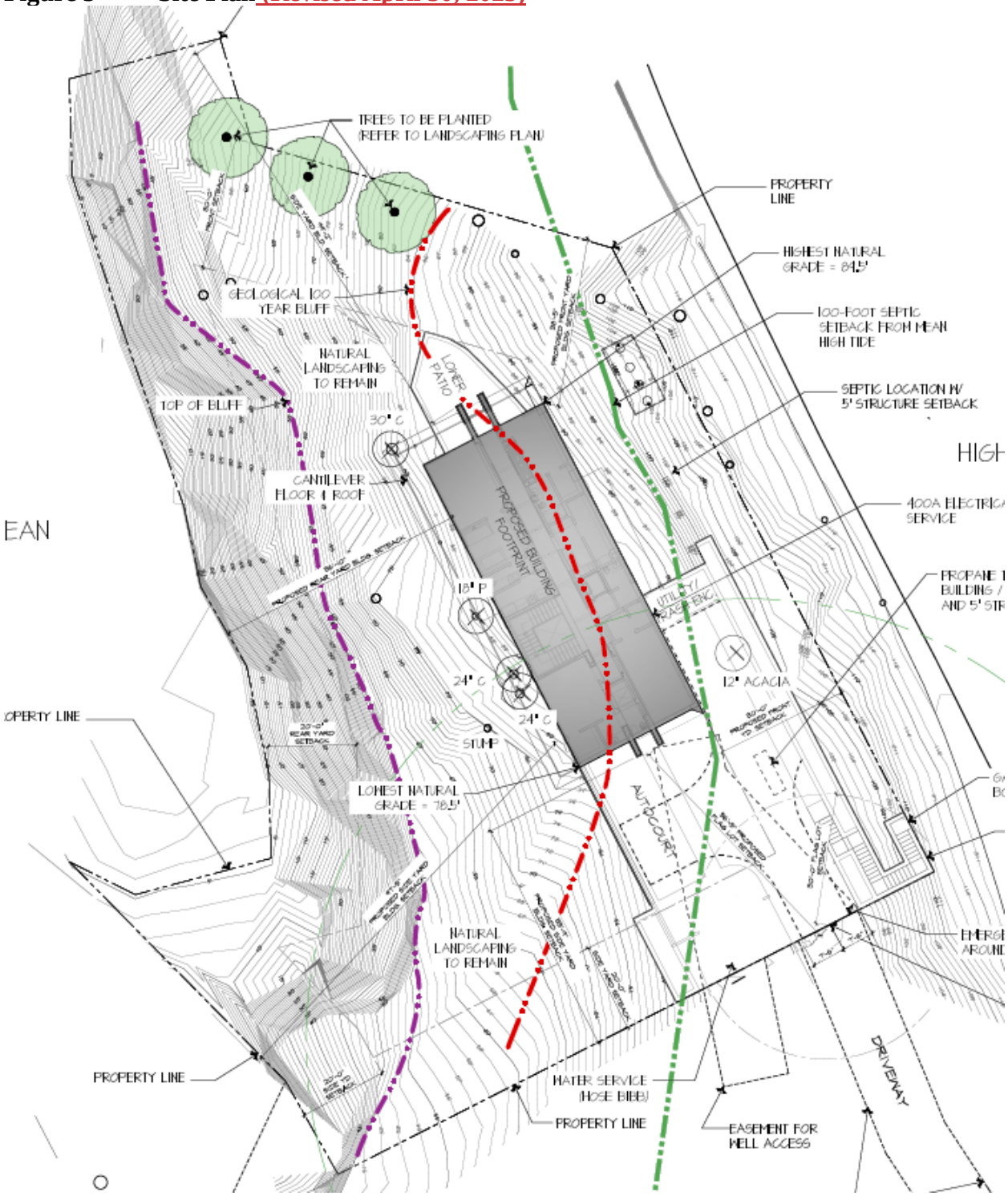


Figure 2 Project Site Location



Source: IX.54

Figure 3 Site Plan (Revised April 30, 2025)



Source: IX.39

Figure 4 Project Visual Simulations (Revised April 10, 2025)



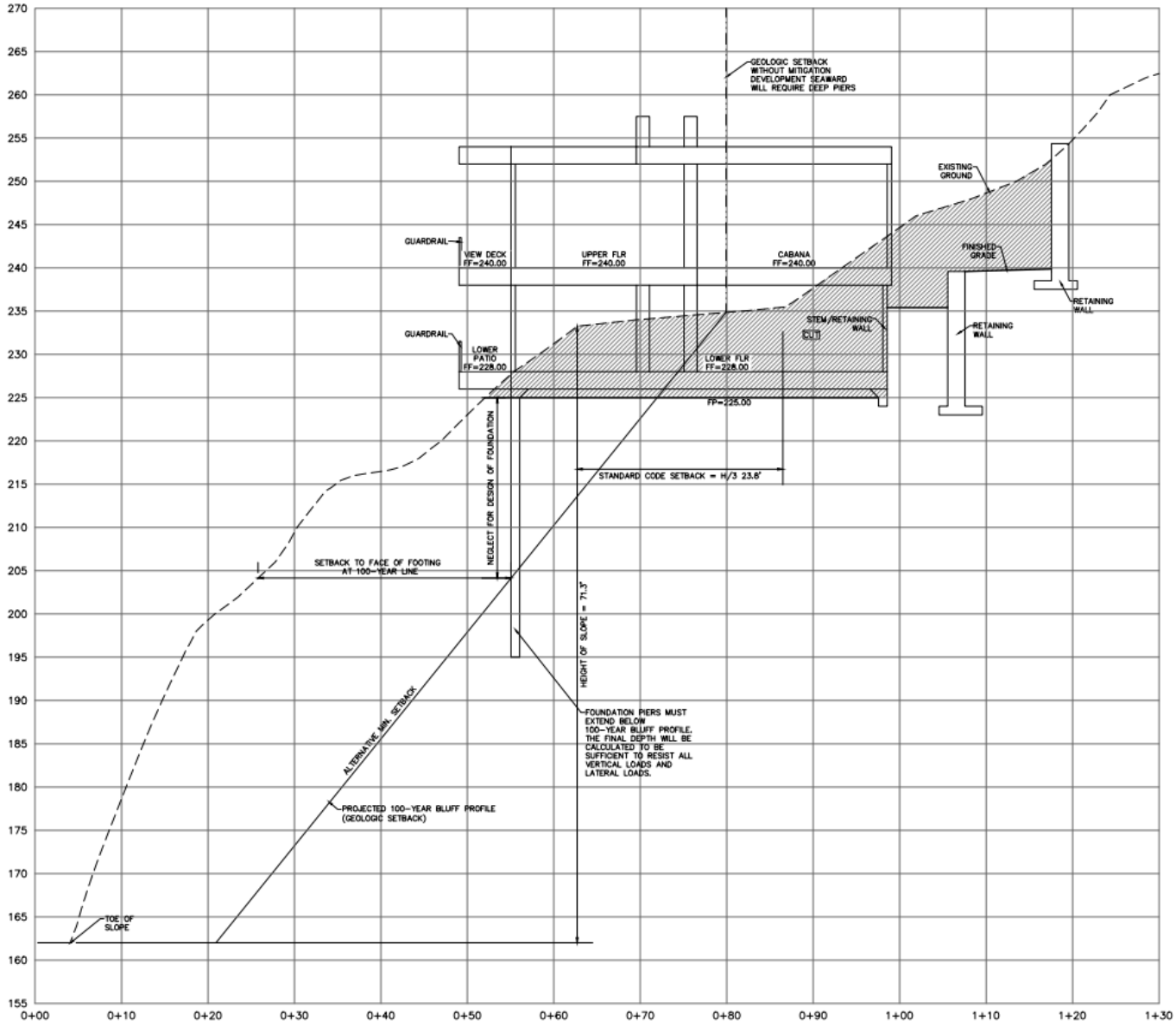
View from entrywaythe southwest at the cliff's edge, facing northeast



View from the southeast northwest portion of the project site facing northeast southeast

Source: IX.39

Figure 5 Project Elevation Profile



Source: IX.39

Site Access and Parking

During construction, the project site would be accessible via a shared driveway easement that connects into Highway 1. The draft construction management plan also depicts staging along the shoulder of Highway 1, which would require an encroachment permit from the California Department of Transportation District 5 office (Source IX.39, 53). After construction, the residence would include a ~~two-car garage and an auto court~~ one car garage and one car covered carport for off-street parking. The auto court would provide emergency vehicle turnaround.

Utilities

The project would receive potable water from the Highway 1 Water Distribution System No. 12, an existing system permitted to serve three service connections on the properties with Assessor's Parcel Numbers 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000. The County of Monterey issued a Coastal Administrative Permit on August 31, 2012 to allow construction of this system (Source IX.63, HCD-Planning File No. PLN120263), the Monterey Peninsula Water Management District (MPWMD) permitted this system through Water Distribution System Permit No. M13-05-L2 (Source IX.50), and the County of Monterey Environmental Health Bureau permitted the system as a small water system (System ID No. 2702809, (Source IX.51)). The project would include installation and operation of centralized water treatment for this water system. The water treatment system would be located on Assessor's Parcel Number 241-182-004-000 in the shared access and utilities easement and would include filtration and treatment for iron, manganese, fluoride, and water acidity. The water system has an annual production limit of 1.87 acre-feet per year which is set by a condition of approval from MPWMD permit M13-05-L2.

Sewer service would be provided through a mixed system. Sewer solid waste would be collected in a septic tank on the property which would be disposed of by truck. For effluent disposal, the property would install an ejector pump and 2 inch diameter force main sewer line traversing through the neighboring properties in an existing access and utilities easement through Assessor's Parcel Number's 241-182-004-000, 241-182-005-000, and 241-182-006-000 to the private roadway which connects to Highway 1. There it would connect into the private sewer line owned by the Highland Point Sewer Association, which traverses under Highway 1 and connects to the Carmel Area Wastewater District (CAWD) sewer system. The applicant would need to secure permission from the property owners served by the Highlands Point Association to connect into the shared private system, and a sewer connection permit from CAWD for the new service connection (Source IX.55).

Electricity would be provided by Central Coast Community Energy (3CE), the regional community choice energy provider, via Pacific Gas and Electric Company (PG&E) infrastructure. Gas would be provided through an underground propane tank.

Site Preparation, Grading, and Construction

Project construction would occur over approximately 24 months from approximately July of 2025 to July of 2027, depending on project approval. Construction phases would include grubbing/land clearing, boring for foundation piers, grading and excavation, utility installation, building construction, and paving. Land clearing would include removal of a Monterey cypress stump and ~~7~~ 5 trees, ~~5~~ 3 Monterey cypress, 1 Monterey pine, and 1 Acacia to accommodate the residence and site improvements.

Grading of the project site would involve excavation of approximately ~~2,305~~700 cubic yards of cut soil and approximately ~~355~~ 390 cubic yards of fill, with approximately ~~1,950~~310 cubic yards hauled off-site for disposal at the ReGen landfill near Marina, approximately 17 miles north of the project site (Source IX.40). Approximately ~~6,758~~3,095 square feet of the total development would be on slopes in excess of 30 percent, with 1,448 square feet for the residence, 536 square feet for retaining walls, and 1,633 square feet for landscaped area. The draft construction management plan depicts staging of vehicles in the shoulder along Highway 1, which would require an encroachment permit from the California Department of Transportation District 5 office (Source IX.53).

Erosion Best Management Practices

Construction of the project would incorporate best management practices (BMPs) to minimize erosion and siltation within and from the project site. During project grading and excavation, sediment barriers and silt fences would be maintained at the perimeter of working areas, and soils would be watered for dust control. The proposed project would be required to comply Monterey County Code Chapter 16.12 Erosion Control (Source IX.52) which sets forth required provisions for project planning, preparation of erosion control plans, runoff control, land clearing, and winter operations. During construction, sediment barriers and silt fences along the perimeters of working areas would be maintained to prevent surface water drainage from causing excessive erosion or sedimentation.

Construction Hours

The draft construction management plan included in the application materials identifies construction hours of 8:00a.m. to 4:30p.m. ~~with a t~~Total construction duration ~~of 12~~is estimated to be 24 months. Site preparation, grading, and soil export would occur over a period of 30 days. (Source IX.39) The County would apply a standard condition of approval requiring that the applicant prepare a construction management plan prior to issuance of grading and building permits, and adhere to it through construction. The construction management plan would require construction hours not to exceed 8:00a.m. to 5:00p.m. Monday through Saturday, with no Sunday or holiday work. This is more permissive than what is included in the current draft construction management plan to account for any changes that may occur should the planning permit be approved, but prior to finalizing grading and building plans and issuance of grading and construction permits.

Conditions of Approval

A number of County conditions of approval for the Combined Development Permit detailed below are incorporated into and are part of the project, which are described in the relevant subsections of section VI in this Initial Study (for example conditions relevant to Biological Resources are discussed in section VI.4, conditions relevant to Geology and Soils are discussed in VI.7, etc.) These conditions are required by the County's land use policies and regulations, typical requirements that are routinely required in the County's review of development applications, or both.

Land Use Entitlement Requirements

~~The project would a require a Combined Development Permit consisting of:~~

~~1) A Coastal Administrative Permit and Design Approval to allow construction of:~~

~~a. A 4,921 square foot single-family residence, inclusive 803 square feet of non-habitable space for an attached garage and a mechanical room, and~~

~~b. Associated site improvements including:~~

~~i. grading with 2,305 cubic yards of cut and 355 cubic yards of fill,~~

~~ii. an auto-court, interior courtyard, and patio area with a hot tub,~~

~~iii. an emergency fire access stairway,~~

~~iv. a foundation system consisting of micropiles, soil nails, and two retaining walls parallel to Highway 1, and~~

~~v. utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and an approximately 400 lineal foot sewer line; and~~

~~2) A Coastal Development Permit to allow development within 50 feet of a coastal bluff;~~

~~3) A Coastal Development Permit to allow removal of 6 trees, including 5 Monterey cypress (four of which are landmark trees) and 1 Monterey pine;~~

~~4) A Coastal Development Permit to allow 6,758 square feet of development on slopes in excess of 30%;~~

~~5) A Coastal Development Permit to allow development within 750 feet of known archaeological resources;~~

~~6) A Variance to the required setbacks to reduce the front setback parallel to Highway 1 from 30 feet to 20; and~~

~~7) A Variance to the required setbacks specifically for an emergency access stairway to reduce the front setback parallel to Highway 1 from 30 feet to 2 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet.~~

The project would require a Combined Development Permit consisting of a:

a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence with an attached garage, and associated site improvements including an auto-court, access road improvements, patios, an emergency fire access stairway, tiered retaining walls, septic tank, installation of a centralized water quality treatment for the Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;

b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;

c. Coastal Development Permit to allow the removal of four trees, including three Monterey cypress and one Monterey pine;

d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%; and

e. Coastal Development Permit to allow development within 750 feet of known archaeological resources.

(Source IX.44)

B. Surrounding Land Uses and Environmental Setting:

The project site is located in the Carmel Highlands in unincorporated portion of Monterey County, approximately 2.7 miles south of Carmel-by-the-Sea. Immediately west of the site is the Pacific Ocean, and south and south west are low density residential uses. East of the site is Highway 1, and north is a vista point off of Highway 1. Further east across Highway 1 are visitor serving uses, including the Hyatt Carmel Highlands and Ticke Pink Inn, and additional low density residential uses (Sources IX.13 and 40). Surrounding residential properties to the south and west of the site are zoned Low Density Residential with an allowed density of one unit per acre with a Design Control Overlay, in the Coastal Zone (LDR/1-D [CZ]). Some of the properties east of the site and Highway 1 share this LDR/1-D [CZ] zoning designation, while some have a Visitor Serving Commercial with a Design Control Overlay, in the Coastal Zone (VSC-D[CZ]) zoning (Sources IX.13 and 44).

The site is undeveloped and steeply sloped toward a cliffside adjacent to the Pacific Ocean, and vegetated with trees, grasses, and shrubs. The project site is located in the Coastal Zone as defined by the California Coastal Zone Act of 1976. The County of Monterey has a certified Local Coastal Program, with four land use plans as well as implementing regulations for these plans in the Monterey County Coastal Implementation Plan. The property is within the Carmel Area Land Use Plan planning area, and subject to its policies and the accompanying implementing regulations in Monterey County Coastal Implementation Plan Part 1, the Zoning Ordinance (Title 20), and Part 4, Regulations for Development in the Carmel Area Land Use Plan Area.

The project site is in an area identified in County records as having a high archaeological sensitivity (Source IX.13); therefore, the project requires a Coastal Development Permit to allow development within 750 feet of known archaeological resources (Source IX.44). See Sections VI.5 and VI.18 (Cultural Resources and Tribal Cultural Resources, respectively) below for further discussion.

C. Subsequent Approvals:

County of Monterey

As the project does include upgrades to the water quality treatment of this system, an amended small water system permit will be required through the County of Monterey Environmental Health Bureau (EHB).

In addition, the applicant would be required to obtain ministerial grading and building permits through the Housing and Community Development (HCD) Building Services, where review by the Carmel Highlands Fire Protection District, HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, HCD-Planning Services, and Environmental Health Bureau (EHB) would also occur. In complying with the County's standard conditions of approavl for Coastal Development Permits, prior to ussance of these permits the project proponent would be required to secure approval of a landcaping and exterior lighting plans by HCD-Planning; and approval of a construction management plan by HCD-Engineering Services.

Other Agencies

The discretionary land use entitlement described in the Project Description in Section II.A would be appealable to the California Coastal Commission. The proposed staging of construction vehicles within the Highway 1 right of way adjacent to the project would also require an encroachment permit from the California Department of Transportation (Caltrans) District 5. Caltrans has also requested to review the retaining wall foundation system to ensure that it doesn't impact the operation of Highway 1 (Source IX.53). The project proposes connection to the Carmel Area Wastewater District (CAWD) sewer system, by way of the Highlands Point association private system. Therefore the Carmel Area Wastewater District (CAWD) would require a sewer connection permit (Source IX.55). A water permit would be required by MPWMD to ensure that the project doesn't exceed the water production limitations set in their approval of the Highway 1 Water Distribution System #12, M13-05-L2 (Source IX.56).

III. PROJECT CONSISTENCY WITH OTHER APPLICABLE LOCAL AND STATE PLANS AND MANDATED LAWS

Use the list below to indicate plans applicable to the project and verify their consistency or non-consistency with project implementation.

General Plan	☒	Air Quality Mgmt. Plan	☒
Specific Plan	☐	Airport Land Use Plans	☐
Water Quality Control Plan	☒	Local Coastal Program-LUP	☒

Local Coastal Program-LUP: The project is in the California Coastal Zone of 1976 and subject to the policies and regulation of the County's Local Coastal Program (LCP), particularly the Carmel Area Land Use Plan (LUP) (Source IX.7) and the Monterey County Coastal Implementation Plan, Parts 1 (Source IX.44, the Zoning Ordinance, Title 20) and 4 (Source IX.43, Regulations for Development in the Carmel Area LUP). Zoning on the property is Low Density Residential, one unit per acre, with a Design Control Overlay, in the Coastal Zone [LDR/1-D (CZ)] (Source IX.13, 44). The project would involve construction of a single-family residence, accessory structures, and appurtenant utilities, and installation of centralized water quality treatment for an existing water system. Single-family residences, non-habitable accessory structures and uses to any principle use, and water system facilities serving 14 or fewer service connections are all principally allowed uses allowable with a Coastal Administrative Permit within this zoning district (Title 20 section 20.14.040.A., F., and J. respectively), making the project an allowable use for this site.

The project is consistent with the development standards of the zoning district ~~with the exception of the proposed front setback from Highway 1, and the front setbacks in the southeastern corner of the site. The project proposes a 20 foot setback for the residence from the Highway 1 right of way and 2 foot setback for an emergency fire access stairway both from the Highway 1 right of way and the southern property line, while the zoning district requires a minimum of a 30 foot front setback. However, the project proponents are requesting a variance to reduce this setback, which would be reviewed for consistency with the requirements of Title 20 Chapter 20.78~~.

The proposed design of the exterior of the residence meets the standards of a Design Control District and was reviewed by the Carmel Unincorporated/Highlands Land Use Advisory Committee, who recommended approval as proposed (Source IX.12).

Consistency with applicable resource protection LUP policies and their implementing regulations is discussed in the applicable sections of this Initial Study, with supplemental discussion in section VI.11 Land Use and Planning. Specifically, policies addressing Visual Resources are addressed in section VI.1 Aesthetics, Archaeological Resources in VI.5 Cultural Resources, Environmentally Sensitive Habitat Areas and Forest Resources in VI.4 Biological Resources, and Hazardous Areas in VI.7 Geology and Soils. Therefore, the project would be consistent with the Carmel Area LUP and Monterey County Coastal Implementation Plan. **CONSISTENT.**

General Plan: Within the coastal areas of unincorporated Monterey County, the 1982 Monterey County General Plan (Source IX.24) policies provide guidance for those subject areas not addressed withing the County's Local Coastal Program (LCP). The LCP contains the majority of the policies and regulations applicable to development projects. As a result, applicability of the 1982 General Plan policies is more limited, with those most relevant ones to the project being noise policies. As discussed in section VI.13 Noise, the project would generate temporary construction noise. Once constructed, the project would consist of a single-family residence in a low density residential neighborhood, and therefore would not generate significant levels of operational noise. Despite their overlap with the LCP policies and regulations, consistency with other 1982 General Plan policies is also discussed in section VI.11 Land Use and Planning. **CONSISTENT.**

Air Quality Management Plan: The Air Quality Management Plan (AQMP, Source: IX.1) for the Monterey Bay Region addresses attainment and maintenance of state and federal ambient air quality standards within the North Central Coast Air Basin (NCCAB) that includes the unincorporated Carmel area. The California Air Resources Board (CARB) uses ambient data from each air monitoring site in the NCCAB to calculate Expected Peak Day Concentration over a consecutive three-year period. Consistency with the AQMP is an indication that the project avoids contributing to a cumulative adverse impact on air quality, not an indication of project specific impacts which are evaluated according to the Monterey Bay Air Resources District's (MBARD) adopted thresholds of significance. The project includes construction of a single-family residence. The project is assumed to result in an increase in population equivalent to one household, or approximately three persons (see Section IV.A.4, Population/Housing, below) which is within the population growth projections for the County (Source: IX.2 and 3).

Therefore, the project would not result in a population increase not already accounted for in the AQMP. The project's construction emissions that would temporarily emit precursors of ozone are accommodated in the emission inventories of state- and federally required air plans. Because the proposed project site is under one acre (0.63 acre) (Source IX.39), grading required for project construction would not surpass the construction activity with potential significant impacts for PM_{10} 2.2 acres per day screening threshold. The proposed construction would be consistent with the MBARD's AQMP (Source: IX.47). **CONSISTENT**.

Water Quality Control Plan: The project site lies within the Central Coastal Basin, which is regulated by the Central Coast Regional Water Quality Control Board (RWQCB). The Central Coast RWQCB regulates sources of water quality related issues resulting in actual or potential impairment or degradation of beneficial uses, or the overall degradation of water quality. The Water Quality Control Plan for the Central Coast RWQCB serves as the master water quality control planning document and designates beneficial uses and water quality objectives for waters of the state, including surface waters and groundwater, and includes programs of implementation to achieve water quality objectives (Source: IX.4). Operation of the project would not generate pollutant runoff in amounts that would cause degradation of water quality (see Section IV.10, Hydrology and Water Quality, below). **CONSISTENT**.

IV. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

A. FACTORS

The environmental factors checked below would be potentially affected by this project, as discussed within the checklist on the following pages.

☒ Aesthetics	☐ Agriculture and Forest Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☒ Energy
☒ Geology/Soils	☒ Greenhouse Gas Emissions	☒ Hazards/Hazardous Materials
☒ Hydrology/Water Quality	☒ Land Use/Planning	☐ Mineral Resources
☒ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☒ Transportation/Traffic	☒ Tribal Cultural Resources
☒ Utilities/Service Systems	☒ Wildfire	☒ Mandatory Findings of Significance

Some proposed applications that are not exempt from CEQA review may have little or no potential for adverse environmental impact related to most of the topics in the Environmental Checklist; and/or potential impacts may involve only a few limited subject areas. These types of projects are generally minor in scope, located in a non-sensitive environment, and are easily identifiable and without public controversy. For the environmental issue areas where there is no potential for significant environmental impact (and not checked above), the following finding can be made using the project description, environmental setting, or other information as supporting evidence.

☐ Check here if this finding is not applicable

FINDING: For the above referenced topics that are not checked off, there is no potential for significant environmental impact to occur from either construction, operation or maintenance of the proposed project and no further discussion in the Environmental Checklist is necessary.

EVIDENCE:

1. Agriculture and Forest Resources. The project site and surrounding areas are classified by the Department of Conservation's Important Farmland Finder as Urban and Built-Up Land; are not zoned or used for agricultural purposes, farmland, or timberland; and are not subject to Williamson Act contracts (Source: IX.5, 6, and 44). Therefore, the project would not convert Farmland to non-agricultural use or conflict with a Williamson Act contract. The project site is not currently used for timberland production, and is not located on or near land that is considered forest or timberland. Carmel Area Land Use

Plan (LUP) Development General Policy 4.4.2.9 also states that large scale commercial timber harvesting is not an appropriate land use within the Carmel area (Source: IX.7). Therefore, the project would not conflict with any existing zoning for forest land, timberland, or timberland production. *Therefore the proposed project would not result in impacts to agriculture and forest resources.*

The LUP and accompanying implementing regulations in the Monterey County Coastal Implementation Plan (CIP) use the term "Forest Resources" differently to also refer to tree and habitat protection policies and regulations. Consistency with the polices and regulations of these documents is discussed in section VI.4 Biological Resources and V.11 Land Use and Planning.

2. Mineral Resources. Carmel Area LUP Development General Policy 4.4.2.9 states that large-scale mineral extraction is not an appropriate land use and would conflict with the rural character and scenic and natural resources of the area (Source: IX.7). There are also no known mineral resources onsite, and the 2021 California Geological Survey Mineral Resource Zone Map for Construction Aggregate in the Monterey Bay Production-Consumption region doesn't indicate that there are any known concentration of mineral resources on the project site. (Source: IX.38, 39). *Therefore, the proposed project would not result in impacts to mineral resources.*

3. Population/Housing. The proposed project would involve construction of single-family residence within an existing neighborhood. Based on Department of Finance (DOF) population estimations for Monterey County, three people would be expected to reside in the single-family residence (Source: IX.2). A population increase of three people would represent less than 0.01 percent of Monterey County's current population, which is within the population growth projections for the County (Source: IX.2, IX.3). Additionally, the proposed project would not include the extension of roads or other infrastructure which would result in substantial unplanned growth. The project would include provision of a sewer line to the property, however, this would be to serve the proposed single-family residence on a property zoned to principally allow such uses (Source IX.44), and would therefore not result in substantial unplanned growth.

   The project site does not currently contain housing units. The project would not displace people or housing and would not necessitate the construction of replacement housing elsewhere. *Therefore, there would be no impacts to population and housing.*

4. Public Services. The project site is serviced by the Carmel Highlands Fire Protection District, and the nearest fire station is the Carmel Highlands Fire Department, approximately 0.3 mile northeast of the project site. The closest police station is the Carmel Police Department, approximately four miles north of the project site. The project site is within the Carmel Unified School District, and the nearest school is Carmel River Elementary School, approximately three miles north of the project site. The nearest park is Gibson's Beach, approximately 0.4 mile north of the project site (Source: IX.23).

Given that the project would not substantially increase population, as described under Section IV.A.4 (Source IX.2, 3, 44), the project would maintain applicable service ratios for fire and police protection services. Because the project would not substantially reduce the provision of public services within the County, the project would not require the provision of new or altered governmental facilities. *Therefore, the proposed project would not result in impacts to public services.*

5. Recreation. Because project would not substantially increase population, as described above (Source IX.2, 3, 44), it would not result in an increase in use of existing recreational facilities that would cause substantial physical deterioration or require the construction or expansion of recreation facilities in the vicinity of the project. No parks, trail easements, or other recreational facilities would be permanently impacted by the proposed project. *Therefore, the proposed project would not result in impacts related to recreation.*

B. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



July 5, 2024

Signature
Phil Angelo, Senior Planner (Working out of Class)

Date

V. EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).

2) All answers must take into account the whole action involved, including offsite as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) The explanation of each issue should identify:
   a) The significance criteria or threshold, if any, used to evaluate each question; and
   b) The mitigation measure identified, if any, to reduce the impact to less than significance.

VI. ENVIRONMENTAL CHECKLIST

1. AESTHETICS Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista? (Source: IX.7, 10, 39, 40)	☐	☐	☒	☐
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Source: IX.10, 11, 12, 39, and 40)	☐	☐	☒	☐
c)	In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? (Source: IX.10, 39, 40, 43)	☐	☐	☒	☐
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Source: IX.7)	☐	☐	☒	☐

Discussion/Conclusion:
The Carmel Area Land Use Plan (LUP) outlines policies protecting visual resources (Source IX.7), and implementing regulations for these policies are found in the Monterey County Coastal Implementation Plan (CIP) (Source IX.43). Carmel Area LUP Key Policy 2.2.2 states that to protect the scenic resources of the Carmel area in perpetuity, all future development within the viewshed must harmonize and be clearly subordinate to the natural scenic character of the area. All categories of public and private land use and development including all structures, the construction of public and private roads, utilities, and lighting must conform to the basic viewshed policy of minimum visibility except where otherwise stated in the plan.

Aesthetics 1(a) – Less Than Significant Impact
The Carmel Area LUP identifies areas with unique scenic quality, including rocky promontories; sandy beaches; bluffs along the shoreline; white sand beaches; forested ridges and open hills rising abruptly from the shoreline; and pasturelands. The LUP identifies this as a bluff top overlook north adjacent to the Highlands inn (LUP Figure 3 and Site Specific Recommendations section 5.3.4, Source IX.7). While long-range views of the Pacific Ocean are visible from Highway 1, the shoreline is not visible to drivers from their vehicles on Highway 1 adjacent to this vista point (Figure 9). The structure would be partially visible to ~~northbound~~ southbound motorists looking toward the ocean and down, however the site is situated significantly below the highway and is heavily screened by existing vegetation, so only a small portion of the site would be visible. Vehicles also frequently pull over along Highway 1 at the vista point, which provides a view of the project site, rocky shoreline, Pacific Ocean, a driveway and residences southwest of the vista point. The project site is partially visible from this vista point, but is mostly obscured by trees, and the structure would be further screened by three proposed

screening trees. Figures 7-9 include an aerial image of the site, and simulated view of how the proposed residence would be visible from the vista point and along Highway 1.

Figure 6 Views of the Project Site near Vista Point



View of the vista point from southbound Highway 1. The project site is located downslope of the rock retaining wall on the left side of the photograph. (Source: IX.40)



Primary view from the edge of the informal vista point on foot, facing west. The northernmost edge of the project site is located amongst the trees in the foreground in the bottom left. (Source: IX.10)



View from the edge of the vista point on foot, facing southwest. The northernmost portion of the project site is located amongst the trees in the foreground of the photo (Source: IX.10)



Figure 7 Aerial view from Vista Point (Updated April 10, 2025) (Source IX.39)



Figure 8 Photo Simulations of Site from Vista Point(Updated April 10, 2025)
The existing view of the project site from the informal vista point facing southwest, with a photo-simulation of the residence (right) and the simulated view of the proposed residence from the informal vista point facing southwest with planted screening trees (left), following the "view to control point tree" line as shown on the previous page (Source IX.39).

Figure 9 Photo Simulation of Site from Highway 1 (Updated April 10, 2025)



Photo from Highway 1 east toward project site. The portion of the structure partially visible is the small area that the red arrow is pointing too (Source: IX.39).

As shown above in Figure ~~9~~ 8, the northwesternmost corner of the proposed residence would be partially visible from the vista point. However, the residence and the project site would be almost entirely obscured from view from the vista point by existing trees. The project would not obstruct views of the rocky promontories and bluffs along the shoreline that are currently visible from the vista point. Additionally, other residences are partially visible from the vista point; accordingly, the proposed project would be consistent with the existing landscape and features currently visible from the vista point. Therefore, the project would not have a substantial adverse effect on a scenic vista. *Impacts would be less than significant.*

Aesthetics 1(b) – Less Than Significant

Highway 1, located immediately east of the project site, is a designated state scenic highway (Source: IX.11). Due to intervening trees and the difference in elevation between the roadway and the project site, views of the proposed residence would be intermittent and limited from Highway 1. The project site would also be partially visible from a vista point along Highway 1, as discussed under threshold 1(a), above (Source IX.10, 39, 40).

The proposed residence would be visually consistent with other single-family residences visible from Highway 1 in the vicinity of the project site. For example, as shown in Figure ~~Figures~~ 4 and ~~6~~8, the residence southwest of the project site incorporates modern architectural styles that are similar to the design of the proposed residence. Additionally, the Carmel Unincorporated/Highlands Land Use Advisory Committee, a local body that provide the County

recommendations regarding site design, recommended approval of the project as proposed (Source: IX.12).

The project would not damage or physically alter the bluffs and rock outcroppings visible from the vista point or highway, and the here are no historic structures on the project site. The project would involve removal of ~~seven~~ five trees and one stump on the project site, including three~~five~~ Monterey cypress, one Monterey pine, and one acacia. However, these trees are all significantly downslope of Highway 1, so their removal would not significantly alter the viewshed from the highway. Additionally, all of the trees on the upper portion of the steep slope north and east of the project area are proposed to remain, so predominant visual character from the vista point and from Highway 1 would be a site heavily screened by tree cover. *Therefore, the project would not substantially damage scenic resources such as trees, rock outcroppings, and historic buildings within a state scenic highway and impacts would be less than significant.*

Aesthetics 1(c) – Less Than Significant

The project site is in a non-urbanized area. As discussed under threshold 1(a), the proposed residence would be partially visible from the publicly-accessible vista point along Highway 1 (Source IX.10, 39, 40).

Site Planning and Slope Development

LUP Policy 2.2.3.3 requires that new development on slopes within the public viewshed be sited within existing forested areas or areas where it would not be visible from public viewpoints and viewing corridors, and that new development in the Carmel Highlands be carefully sited and designed to minimize visibility. LUP Policy 2.2.4.6 also required that the existing forested corridor along Highway 1 be maintained as a natural screen for existing and new development, with new development sufficiently setback from the highway to preserve the forested corridor effect and minimize visual impact. Consistent with these policies, the project is sited significantly below the elevation of both the highway and vista point, minimizing its visibility. The residence would also be setback ~~20~~ 30 feet from the Highway 1 right of way, and trees parallel to the highway would also be preserved, sufficiently setting the residence from the Highway and maintaining its forested corridor.

CIP section 20.146.030.C.a. states that buildings located on slopes be sited on existing level areas and sufficiently set back from the frontal face. This CIP section also states that development may not be located on slopes of 30% or greater unless there is no alternative which would allow the development to occur on slopes of less than 30%, or the proposed development better achieves the goals and policies of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan. As discussed in further detail below, in this the case the residence has been located on the most level portion of the property, and there is no alternative to avoid the slopes in excess of 30%.

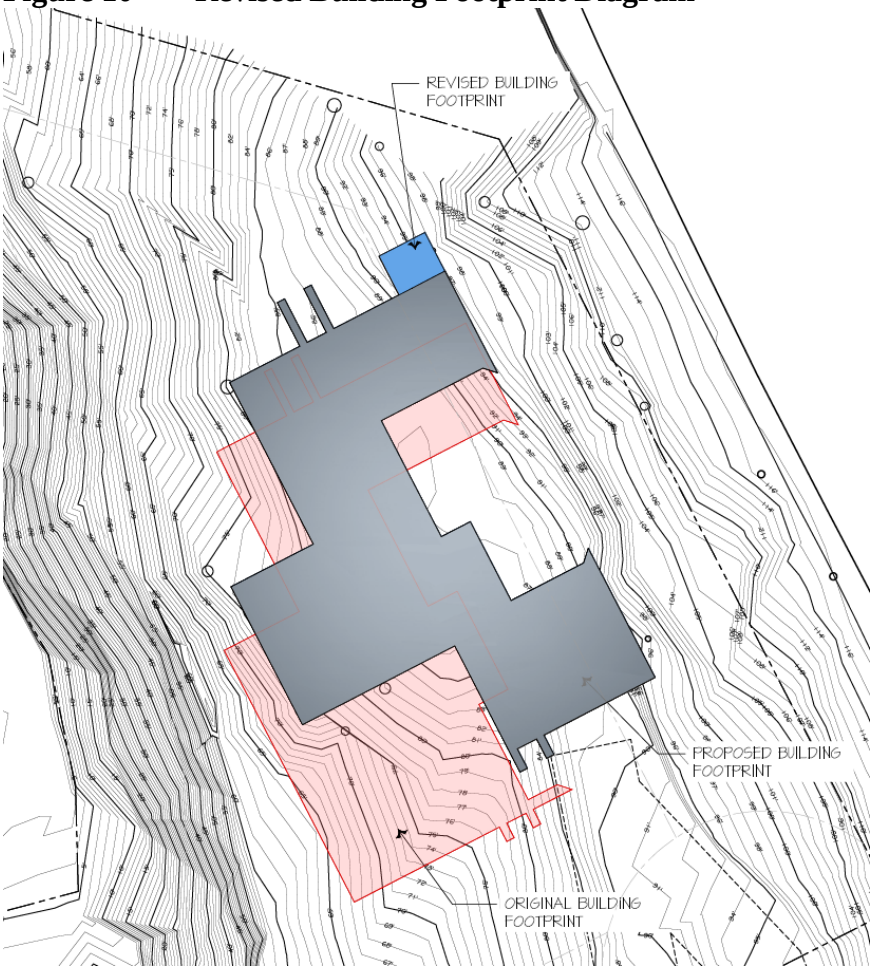
During the application review process the project has been both re-designed and re-sited to centrally locate the improvements on the flattest portion of the site and reduce the overall quantity of grading and development on slopes. Between the original application request submitted September 10, 2021 ~~and~~ the ~~most recent~~ proposed site plan dated July 1, 2024, the footprint of the residence was re-designed and the residence was re-sited east, as shown in Figure

10. These changes reduced the percentage of the residence on slopes in excess of 30% by 730 square feet, from 2,178 square feet (65%) to 1,448 square feet (46%). Additionally, between the third set of plans submitted September 30, 2022 and the ~~current~~ July 1, 2024 project plans the site improvements and flatwork on the site was re-designed reducing total development on slopes by 812 square feet, from 7,570 square feet to 6,758 square feet.

The July 1, 2024 project plans were considered by the Monterey County Planning Commission on October 30, 2024, and after that hearing were subsequently re-designed to further reduce development on slopes The revised project plans submitted April 30, 2025 shown in Figure 13 propose approximately 3,095 square feet of development on slopes in excess of 30%, a reduction of 3,663 square feet or approximately 54%. 500 square feet of which is for the residence (hatched purple) and 2,595 for the associated site improvements (retaining walls in blue, utility areas in yellow, flatwork in orange, and graded landscape areas in green).

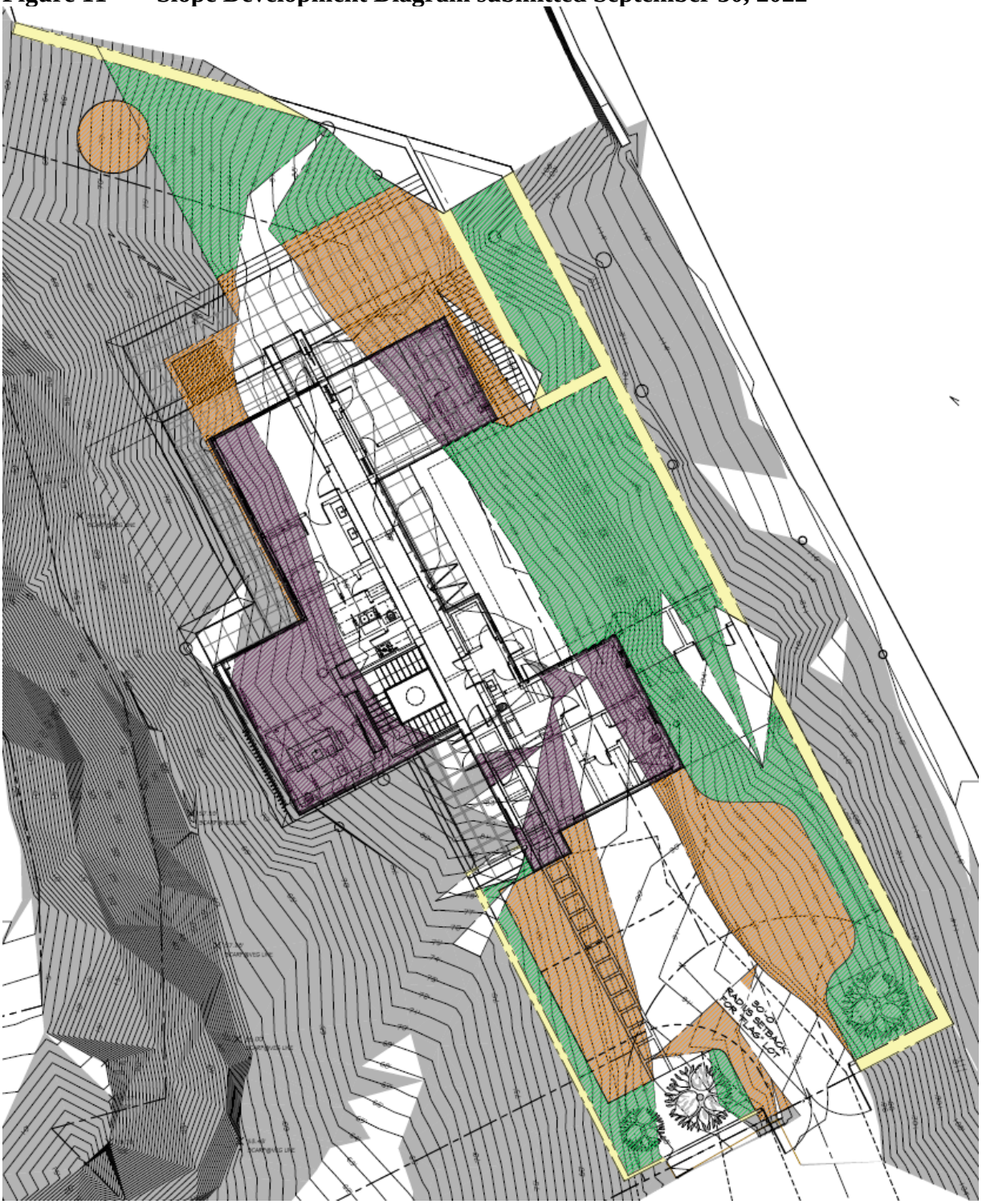
See section VI.7 Geology and Soils for discussion of slope stability and geotechnical hazards.

Figure 10 Revised Building Footprint Diagram



The original residence footprint is shown in red while the proposed footprint is shown in blue. The siting of the proposed residences was shifted inland further from the bluff and onto the flatter portion of the property (Source IX.39).

Figure 11 Slope Development Diagram submitted September 30, 2022



The slope development diagram from the third application submittal. Development on slopes is shaded in color, with the residence being purple, paving in orange, retaining walls in yellow, and landscape area in green. This version of the project had a total of 7,570 square feet of development on slopes, and has been re-designed as shown in Figure 12 (Source IX.39).

Figure 12 Slope Development Diagram submitted July 1, 2024



The ~~most current~~ slope development diagram submitted July 1, 2024. Development on slopes is shaded in color, with the residence being purple, paving in orange, retaining walls in yellow, and landscape area in green. This version reduced development on slopes in excess of 30 percent to 6,578 square feet (Source IX.39)

Figure 13 Slope Development Diagram submitted April 30, 2025 (Source IX.39)



Design Review

LUP Monterey County Coastal Implementation Plan section 20.146.030.C.1.c. requires that structures in the Carmel Area LUP blend into the site and surroundings and be that building exteriors give the appearance of natural materials (Source IX.43). In accordance with this, the proposed materials, which include smooth and split face warm tan stone veneers, ~~teak~~ horizontal light brown oak and cedar wood, ~~concrete shaped as natural stone,~~ and grey stone paving, give

the appearance of natural materials and would be harmonious with the site's natural surroundings. As the project includes a Design Approval subject to a public hearing, the application was also referred to the Carmel Unincorporated/Highlands Land Use Advisory Committee ("LUAC"), whose recommendations focus on site design and local considerations. On December 5, 2022 the LUAC recommended approval as proposed.

~~Figure 13 Excerpts from Colors and Materials Board~~ ~~(Source IX.39)~~



Conclusion

Therefore, the project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings, and the project is consistent with local policies and regulations that protect aesthetics. *Therefore, impacts would be less than significant*.

Aesthetics 1(d) – Less Than Significant

The project site is in a low density residential area developed with single-family residences, with low levels of existing lighting. Existing sources of light in the project area include lighting from nearby residences and vehicle headlights on Highway 1. The primary sources of glare in the project area are the sun's reflection off light colored and reflective building materials and finishes of nearby residences, and metallic and glass surfaces of parked vehicles.

The project would introduce new sources of light and glare to the project site, including interior and exterior lights of the proposed residence, and headlights and glare from vehicles that would be parked in the proposed auto court. These sources of light and glare would be consistent with existing sources of light and glare from nearby residences, and the project would not introduce a substantial amount of new light and glare to the project area. Much of the project site would be surrounded by trees and landscaping, which would minimize the intrusion of light and glare onto adjacent properties, Highway 1, and the vista point east and northeast of the site. Additionally, the project would be required to comply with LUP Specific Policy 2.2.4.10.D, which requires all exterior lighting be adequately shielded or designed at near-ground level and directed

downwards to reduce its long-range visibility (Source: IX.7). *Therefore, impacts related to light and glare would be less than significant*.

2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Source IX.5, 6, and 7)	☐	☐	☐	☒
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Source IX.7 and 44)	☐	☐	☐	☒
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Source IX.7 and 44)	☐	☐	☐	☒
d)	Result in the loss of forest land or conversion of forest land to non-forest use? (Source IX.5)	☐	☐	☐	☒
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Source IX.5)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation:

See Section IV.A.1. *No Impact.*

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Conflict with or obstruct implementation of the applicable air quality plan? (Source: IX.1, 2, 3, 39, 47)	☐	☐	☒	☐
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? (Source: IX.1, 39, 47)	☐	☐	☒	☐

3. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Expose sensitive receptors to substantial pollutant concentrations? (Source: IX.1, 39, 47)	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? (Source IX.57)	☐	☐	☒	☐

Discussion/Conclusion:
The California Air Resources Board (CARB) coordinates and oversees state and federal air quality control programs in California. CARB has established 14 air basins statewide. The site is located within the North Central Coast Air Basin (NCCAB), which is under the jurisdiction of the Monterey Bay Air Resources District (MBARD) (Source IX.1).

Air Quality 3(a) – Less Than Significant
The NCCAB is currently designated as nonattainment for the state particulate matter that is 10 microns or less in diameter (PM_{10}) standards and nonattainment-transitional for the state one-hour and eight-hour ozone standards. The NCCAB is designated as attainment for all federal standards and other state standards (Source: IX.1). MBARD is responsible for enforcing the state and federal air quality standards and regulating stationary sources through the 2012-2015 AQMP for the Monterey Bay Region, adopted on March 15, 2017.

A project would conflict with or obstruct implementation of the 2015 AQMP if either it induced population growth such that the population of unincorporated Monterey County exceeds the population forecast for the appropriate five-year increment utilized in the 2015 AQMP or if construction and operational emissions of ozone precursors would exceed MBARD significance thresholds (Source: IX.1). As discussed in Section IV.A.3 Population/Housing, the proposed project is not anticipated to induce substantial population growth, as the project entails construction of one single-family residence (Source IX.2, 3). Additionally, as discussed below under subsection VI.3(b-c), the project would not result in emissions that would exceed MBARD significance thresholds (Source IX.39, 47). Accordingly, the project would be consistent with the 2012-2015 AQMP because it would not cause an exceedance of the growth projections that underlie its air pollutant emission forecasts. *Impacts would be less than significant.*

Air Quality 3(b-c) – Less Than Significant
As discussed under criterion 3(a), the NCCAB is currently designated as nonattainment for the state PM_{10} standard and nonattainment-transitional for the state one-hour and eight-hour ozone standards (Source IX.1).

The MBARD CEQA Guidelines set a screening threshold of 2.2 acres of construction earthmoving per day (Source IX.47). If a project results in less than 2.2 acres of earthmoving, the project is assumed to be below the 82 pounds of PM_{10} per day threshold of significance. The

proposed project site is approximately 0.63 acre and site grading would not exceed MBARD's 2.2-acre screening threshold. Therefore, construction activities would not result in PM_{10} emissions that exceed MBARD thresholds (Source: IX.39).

Operational emissions would not be substantial as emissions would only involve vehicle trips and energy usage associated with one single-family residence. Vehicle trips and energy usage of one single-family residence would negligibly increase potential pollutant emissions in the NCCAB. Therefore, the proposed project would result in less than significant impacts relating to a cumulatively considerable net increase of any criteria pollutant or expose sensitive receptors to substantial pollutant concentrations. *Impacts would be less than significant.*

Air Quality 3(d) – Less than Significant

Construction of the proposed project would generate temporary odors from vehicle exhaust and construction equipment engine. However, construction-related odors would disperse and dissipate and would not cause substantial odors at the closest sensitive receptors (adjacent residences). Contractors would be required to comply with the provisions of California Code of Regulations (CCR) Sections 2449 and 2485, which prohibit diesel-fueled commercial motor vehicles and off-road diesel vehicles from idling for more than five minutes to minimize unnecessary fuel consumption, which would limit exhaust fumes. In addition, construction-related odors would be temporary and would cease upon completion of construction. During operation, the proposed single-family residence would not be expected to produce other emissions, including odors. *Therefore, the proposed project would have less than significant impact related to other emissions, including odors.*

4. BIOLOGICAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Source: IX.14, 16, and 44)	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Source: IX.7, 16, 17, 52)	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Source: IX.7, 16, 17, 52)	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Source IX.14)	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Source IX.7, 14, 15 and 43)	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion/Conclusion:

This discussion incorporates the results provided in the Biological Assessment prepared by Regan Biological and Horticultural Consulting, dated June 12, 2021 (Source: IX.14) and the Tree Management Plan prepared by Ono Consulting, dated June 17, 2021 (Source: IX.15).

Special-status species include those plants and wildlife species that have been formally listed, are proposed as endangered or threatened, or are candidates for such listing under the Federal Endangered Species Act (ESA) or California Endangered Species Act (CESA). These Acts afford protection to both listed species and those that are formal candidates for listing. The federal Bald and Golden Eagle Protection Act also provides broad protections to both eagle species that in some regards are similar to those provided by ESA. In addition, the California Department of Fish and Wildlife (CDFW) Species of Special Concern, CDFW California Fully Protected Species, United States Fish and Wildlife Service (USFWS) Birds of Conservation Concern, and CDFW Special Status Invertebrates are all considered special-status species. In addition to regulations for special-status species, most native birds in the United States (including non-status species) are protected by the federal Migratory Bird Treaty Act of 1918

(MBTA) and the California Fish and Game Code (CFGC) (i.e., Sections 3503, 3503.5 and 3513). Under these laws, deliberately destroying active bird nests, eggs, and/or young is illegal. Plant species on the California Native Plant Society (CNPS) Rare and Endangered Plant Inventory (Inventory) with California Rare Plant Ranks (Rank) of 1 and 2 are also considered special-status plant species and must be considered under CEQA.

Biological Resources 4(a) – Less than Significant

The CDFW California Natural Diversity Database and the CNPS Inventory of Rare Plants database were queried in May 2021, and a biological field survey was undertaken on May 27, 2021. The database searches determined that there are 24 special-status plant species and 13 special-status animal species known to occur within the quadrangles in which the project site is located. Of these species, the project site contains habitat that could support three special-status plant species, including Monterey cypress (*Hesperocyparis macrocarpa*), Monterey pine (*Pinus radiata*), and ocean bluff milk-vetch (*Astragalus nuttallii var. nutallii)*. The May 2021 biological field survey identified Monterey pine and Monterey cypress trees on site. The project site does not contain habitat that could support special-status animal species, and no special-status animal species were observed onsite (Source: IX.14). Additionally, the project site is not known to contain critical habitats mapped by USFWS (Source IX.16).

The project would involve removal of ~~five~~ three Monterey cypress trees and one Monterey pine tree, which are special-status species, which would be a potential environmental impact. However, as discussed further under threshold 4(e), the project applicant would be required to obtain a Coastal Development Permit to allow tree removal, which would be reviewed for consistency with the regulations for development in the Carmel Area Land Use Plan (LUP), which would require certain findings be met the allow the removal, including that the removal of native trees is limited to that necessary for the proposed development, and that native trees be replanted on a 1:1 basis as a condition of project approval (Source IX.44). Additionally, there is the potential for nesting bird species to inhabit trees on site, which are protected under the Migratory Bird Treaty Act (MBTA). Construction and tree removal could result in damage or destructions of nests, which would result in a substantial adverse effect to these species. The project would involve implementation of a pre-construction nesting bird survey condition of approval to reduce potential impacts to raptors and migratory and nesting birds. The condition would require vegetation removal, ground disturbance, and construction, to occur outside of the bird breeding season (February 1 through August 30) as feasible, and if construction must begin during the breeding season, pre-construction nesting bird surveys shall be conducted no more than three days prior to initiation of ground disturbance and vegetation removal activities. The recommendations of the survey to ensure that the project doesn't harm nesting birds would be required to be adhered to as part of complying with this condition.

With adherence to the tree removal regulations applicable in the LUP, and the County's standard tree replacement and bird nesting survey conditions, the project would not have a substantial adverse effect on any species identified as a candidate, sensitive, or special-status species. *Therefore, impacts would be less than significant.*

Biological Resources 4(b-c) – Less than Significant

Sensitive biological communities include habitats that fulfill special functions or have special values, such as wetlands, streams, or riparian habitat. These habitats are protected under federal regulations such as the Clean Water Act; state regulations such as the Porter-Cologne Act, CDFW Streambed Alteration Program, and CEQA; and environmentally sensitive habitat areas as defined in the Carmel Area Land Use Plan (LUP) (Source IX.7).

As discussed in section VI.4(a), the project site is not known to contain critical habitats mapped by USFWS (Source IX.16). Additionally, there are no native vegetation communities, drainages, or wetlands potentially under the jurisdiction of the USACE or CDFW present on the project site (Source: IX.17). Additionally, as discussed in section VI.4(e), the biological report did not identify any environmentally sensitive habitat areas on the site. As these habitat and community types are not present on site, project construction would not directly impact riparian habitat, sensitive natural communities, or protected wetlands.

However, the portion of the Pacific Ocean adjacent to the project site is part of the Point Lobos State Marine Reserve (SMR). SMRs were established by the California Marine Life Protection Act, and are regulated by CDFW. The proposed project would be required to comply with Monterey County Code Chapter 16.12 Erosion Control (Source IX.52), which sets forth required provisions for project planning, preparation of erosion control plans, runoff control, land clearing, and winter operations; and establishes procedures for administering those provisions. Thus, with compliance with the MCC, the project would not have a substantial adverse effect on the Point Lobos SMR. *Therefore, with adherence to Monterey County Code, impacts to riparian habitat, sensitive natural community, or state or federally protected wetlands would be less than significant.*

Biological Resources 4(d) – No Impact

Wildlife corridors are generally defined as connections between habitat patches that allow for physical and genetic exchange between otherwise isolated animal populations. Such linkages may serve a local purpose, such as between foraging and breeding areas, or they may be regional in nature, allowing movement across the landscape. Some habitat linkages may serve as migration corridors, wherein animals periodically move away from an area and then return. Examples of barriers or impediments to movement include housing and other urban development, roads, fencing, unsuitable habitat, or open areas with little vegetative cover. Regional and local wildlife movements are expected to be concentrated near topographic features that allow convenient passage, including roads, drainages, and ridgelines.

The project site is surrounded by a cliffside to the west and Highway 1 to the east, making movement through the project site difficult. The site itself is also significantly disturbed, supporting more non-native invasive species than native species (Source IX.14). Accordingly, the project would not substantially interfere with movement of resident or migratory fish or wildlife, nor impede the use of wildlife nursery sites. *There would be no impact to the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, and the project would not impede the use of native wildlife nursery sites.*

Biological Resources 4(e) – Less than Significant

The project is subject to the policies in the Carmel Area Land Use Plan (LUP) and their implementing regulations in the Monterey County Coastal Implementation Plan (CIP), which protect biological resources in their sections regarding Forest Resources and Environmentally Sensitive Habitat Areas. (Source IX.7, 43)

Forest Resources

As previously discussed the project would include removal of ~~seven~~ five trees and one stump. The ~~seven~~ five trees in include one Acacia, ~~5~~ three Monterey cypress, and ~~1~~ one Monterey pine. LUP policy 2.5.3.2 states that cutting and removal of trees shall be in the broad resource protection objectives of the LUP, and 2.5.3.3. generally encourages the removal of non-native tree species. Many of the other LUP's forestry policies are more applicable to commercial tree harvesting, while the CIP details the tree removal permitting requirements.

The CIP requires a coastal development permit for the removal of trees and other major vegetation, with specific exemptions. CIP section 20.146.060.A.1.a. specifically exempts non-native tree removal, so the removal of the Acia would be encouraged by LUP policy 2.5.3.3. and not require a Coastal Development Permit. The remaining ~~6~~ five trees would require a Coastal Development Permit, which would be require to comply with the development standards for tree removal detailed in CIP section 20.146.060, including that the removal be limited to that necessary for the proposed development (CIP section 20.146.060.D.3.). ~~Four of the~~ The Monterey cypress are also greater than 24 inches in diameter, making them landmark trees. CIP section 20.146.060.D.1. prohibits the removal of landmark trees, except for landmarks that are not visually or historically significant, exemplary of their species, more than 1000 years old; and that a finding be made that no alternatives exist where the tree removal can be avoided.

In this case the removal is the minimum under the circumstances, as all trees are in the immediate footprint of the residence. The findings can also be met to allow the removal of the landmark trees. The ~~four~~ landmark Cypress are also not visually or historically significant, exemplary of their species, or more than 1000 years old. The arborist report prepared for the project (Source IX.15) states that the trees are generally in poor condition structurally due to crown fragmentation, limb dieback, or are uprooting, and therefore would not be safe to retain when any development occurs near them, due to soil disturbance, so alternatives such as re-siting, re-design, and reduction in development would not be successful in saving these trees.

In accordance with CIP section 20.146.060.D.6., the County would apply a condition requiring 1:1 onsite replacement of the removed trees with those of the same species, so ~~Five~~ three Monterey cypress and one Monterey pine. The project does not conflict with the County's tree protection regulations, and any tree removal would both be minimized and offset of the required replacement trees. Therefore, impacts would be less than significant.

Environmentally Sensitive Habitat Areas

The LUP and CIP regulations for environmentally sensitive habitat areas mirror each other much more closely than those for forest resources. In accordance with the LUP policy 2.3.3.5. and CIP section 20.146.040.A., a biological assessment was prepared by Regan Biological and Horticultural Consulting, dated June 12, 2021 (Source: IX.14) to assess the potential presence of

environmentally sensitive habitat areas and provide recommendations, as applicable. The biological report stated that their expectation from reviewing available database information and sites location on the bluff was that the sites primary plant communities would be northern bluff scrub and coastal sage scrub, which would be considered environmentally sensitive habitat area. However, after their site survey they noted that the site was significantly disturbed and supports more nonnative invasive species than native species, and stated that these native plant communities have been obliterated, such that the site no longer supports environmentally sensitive habitat area.

As there is no environmentally sensitive habitat area on site, the project would be consistent with LUP policies 2.3.3.1 and 2.3.3.2, and CIP sections 20.146.040.B.2 and 20.146.040.B.3, that in summary development be avoided in sensitive habitat areas, that development in environmentally sensitive habitat areas be limited to resources dependent uses, and that new land uses be compatible with long-term maintenance of adjacent environmentally sensitive habitat area. As the site contains a significant number of non-native species, the biologist recommended use of appropriate native species in proposed landscaping, which is required by LUP policy 2.3.3.8 The biologist subsequently reviewed the draft landscaping plans and provided a number of recommendations on appropriate planting species, which were incorporated into to the plan, ensuring consistency with this LUP policy. Therefore, the project would not conflict with any environmentally sensitive habitat area policies or regulations, and the application of LUP policy 2.3.3.8 will result in an environmental benefit by removing the non-native plants on the site.

Conclusion
Therefore, the project would not conflict with local policies and regulations protecting the biological resources, and the application of those policies and regulations to the project would ensure that impacts are less than significant.

Biological Resources 4(f) – No Impact
The project site is not under the jurisdiction of any Habitat Conservation Plans, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. *Therefore, no impact would occur.*

5. CULTURAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? (Source IX.48)	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (Source: IX.7, 8, 9, 18, 22, 43, 60, ~~and~~ 67, and 75)	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries? (Source: IX.7, 8, 9, 18, 22, 43, 60, ~~and~~ 67, and 75)	☐	☒	☐	☐

Discussion/Conclusion/Mitigation:

Cultural Resources 5(a) – No Impact

As a vacant lot, the project site contains no built environment features (such as structures or buildings) that could be historic.

The site is west the of discontiguous Carmel San Simeon Highway Historic District, which stretches along Highway 1 approximately 75 miles from the San Carpoforo Creek in San Luis Obispo County to the Carmel River in Monterey County. The district is comprised of 241 contributing engineering features constructed adjacent to the highway between 1922 and 1938, including masonry culverts, parapet walls, and fountains; and seven concrete arched spandrel bridges. The district is eligible for listing under National Register of Historic Places criterion A for its association with the highway beautification movement, and under criterion C as a significant example of a method of construction, the work of primarily skilled masons on the districts the masonry features. The highway itself is not a contributing feature to the district as it lacks the physical integrity to be considered historical. One contributing feature, a battlement style masonry parapet wall (Identifier DM-017) is immediately northeast of the site along Highway 1 near Post Mile 69.34 and an informal vista point looking out to the Pacific Ocean. (Source IX.48) However, the project would not remove or alter this parapet wall. The project would not make any alterations to this contributing feature.

As no potential historical resources have been identified within the project site, and the project would not alter any historic resources in the vicinity of the site, there would be no impacts to historical resources. *No impact.*

Cultural Resources 5(b and c) – Less than Significant with Mitigation

Overview

The project site is in the Carmel Area Land Use Plan (LUP) planning area (Source IX.7). This area is sensitive to archaeological resources, and the LUP and contains policies protecting these resources, which are implemented through regulations in the Monterey County Coastal Implementation Plan (CIP) (Source IX.43). LUP Key Policy 2.8.2 indicates that Carmel is rich in archaeological resources, and that new land uses should incorporate all site planning and design features necessary to minimize or avoid impacts to these resources, to protect them for their

scientific and cultural heritage values. The CEQA Statute and CEQA Guidelines also specify that CEQA applies to archaeological resources and have sections discussing impact analysis for them (Source IX.67).

While there is no evidence of resources on the site where the house is proposed, the proposed sewer line traverses a mapped archaeological resource. Archaeological reports were prepared to analyze the potential of the project to impact cultural resources, and were reviewed in conjunction with previous reports prepared for neighboring sites. While significant/unique archaeological resources or human remains weren't identified in the reports, their presence couldn't be ruled out, so the mitigation measures and a condition of approval were incorporated to avoid and mitigate impacts to any unknown resources should any be uncovered during the course of construction. With these, impacts to archaeological resources or human remains would be mitigated to a less than significant level.

Project Archaeological Reports

A preliminary archaeological reconnaissance report (HCD-Planning File No. LIB201216) was prepared for the project by Patricia Paramoure Archaeological Consulting (PPAC), dated June 4, 2021 (Source: IX.18). The report consisted of archival research of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC); a surface field survey within the project site on May 28, 2021; evaluation of field findings and potential project impacts; and management recommendations. Patricia Paramoure Archaeological Consulting also prepared a supplemental letter report dated April 5, 2024 evaluating the installation of the sewer line along in the access and utilities easement which runs along the subject property and continues south through assessor's parcel numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000 (Source IX.22).

As outlined in the PPAC archaeological report LIB201216 (Source: IX.18), seven previously recorded cultural resources are located within 0.25 mile of the project site. One resource (CA-MNT-1348) is recorded south of the project site and was first recorded in 1986. This site is comprised of a large precontact shell midden measuring approximately 75 by 32 meters. Citing previous work by Gary Breschini conducted in 2017, a different archaeological report prepared by Brenna Wheelis (Source IX.9,) discussed in the subsequent section describes the resource as a possible late period coastal gathering site.

The field survey was conducted on May 28, 2021. It involved field archaeologist Michael Boyd, A.A., B.S., performing a general surface reconnaissance survey covering approximately 50 percent of the total parcel. Areas with thick vegetation and steep slopes could not be surveyed. In accessible areas, 10-foot transects were investigated on foot, and surface soils were inspected every seven to 10 feet with a trowel. Animal burrows, which can be used to detect sub-surface archaeological deposits, were also inspected when feasible. The survey yielded one small fragment of abalone shell, which appeared to be modern and was not eroded or degraded. As the project would also include installation of a new sewer line through the existing access and utility easements on assessor's parcel numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000, which are in the vicinity of a known site (CA-MNT-1348), a subsequent survey was conducted by a field archaeologist on April 1, 2024. (Source IX.22) Visibility was considered good, approximately 60% of native soils. Some areas were covered in gravel for the driveway

within the easement, or dense vegetation. The field archaeologist documented three fragments of abalone shell, likely evidence of the site within the recorded easement. Neither the 2021 or 2024 surveys identified any evidence of potential human remains. Excavations for the sewer line trench for this project will involve significant soil disturbance and displacement, and this work may impact unknown potentially significant buried archaeological resources within the project area.

The report recommended an archaeological and tribal cultural monitoring for excavation within the easement corridor and within 50 feet of the recorded boundary of CA-MNT-1348.

Previous Archaeological Reports

Two previously prepared archaeological reports in HCD-Planning's files for the adjacent properties where the sewer line easement is located were also reviewed in the preparation of this Initial Study, a Preliminary Archaeological Assessment (HCD-Planning File No. LIB210182) prepared by Brenna Wheelis of Paleowest evaluating Assessor's Parcel Number 241-182-006-000 (Source IX.9), and a letter report (HCD-Planning File No. LIB100282) prepared by Gary S. Breschini, Archaeological Consulting evaluating Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000 (Source IX.8). These reports are discussed to provide supplementary information on the sensitivity of the area and a comparative framework for the impact analysis.

The Breschini letter report stated that some evidence of CA-MNT-1348 had been tentatively identified in the area of the project site in 1990, however after a field reconnaissance conducted by archaeologist Mary Doane on August 23, 2010, no evidence of the resource was identified in the "project area" for Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000 (the report was prepared for a test well drilling project and as such does not encompass the project site or entirety of the access/utility easement analyzed in the PPAC letter report), and didn't recommend any avoidance or mitigation beyond halting work within 50 meters if any previously unknown resources were identified.

The Wheelis report prepared for a residential construction project on APN 241-182-006-000 contained archival research at the Northwest Information Center (NWIC), a pedestrian survey of Assessor's parcel Number 241-182-006-000, and subsurface augering and shovel tests to assess the potential presence of resources on that site. None of these subsurface tests were directly in the location the proposed project, including the proposed sewer line, but are indicative of the general sensitivity of that site. The surface reconnaissance noted some shell fragments but no indicators of prehistoric cultural activity such as bone, dense shell concentrations, tools or flaked stone material, midden soils, charcoal, or fire affected rock. Subsurface testing identified one isolated flaked stone debitage fragment, one abalone shell fleck, and one mussel shell fragment. As these isolated materials lacked anthropogenic associations or data potential, the archaeological report concluded that they were not significant finds. The report did not identify any evidence of human remains. The results were considered indeterminate on the boundary of CA-MNT-1348, but the archaeologist concluded that the lack of evidence did not conclusively confirm that the site was not present or had been destroyed. The report recommended avoidance of CA-MNT-1348 if it was identified during construction, and if that was not feasible, an archaeological research design and treatment plan be developed. The report also recommended

an archaeological sensitivity training for construction personnel and retention of a qualified archaeological monitor and a tribal cultural monitor during ground disturbing activities.

Impact Analysis and Mitigation

In evaluation under CEQA, the CEQA statute sections 21083.2.(g) and (h) differentiate between "unique" and "non-unique" archaeological resources (Source IX.67). A unique resource is one that has a high probability that it would do any of the following: contain information needed to answer important scientific research questions (and there is a demonstrable public interest in that information), have a special and particular quality such as being the oldest or best available example of its type, or be directly associated with a scientifically recognized important prehistoric or historic event. A non-unique resource is one that doesn't meet any of those criteria. The CEQA statute states that they need not be given further consideration (under Archaeological Resources) other than recording their existence, if the lead agency so selects.

Nevertheless, as previously discussed the LUP contains local policies which also protect archaeological resources, and do not have this unique/non-unique differentiation. The LUP requires identification and either avoidance or substantial minimization of impacts to archaeological resources (LUP Policies 2.8.3.2 and 2.8.3.4.), which are implemented in the Monterey County Coastal Implementation Plan (CIP). CIP section 20.146.090.D.3 requires that projects be designed to avoid identified archaeological resources, and section 20.146.090.D.4 states that when impacts to an archaeological site cannot be avoided, an archaeological mitigation plan with preservation measures be required. A final report prepared by the archaeologist documenting the results of the preservation activities would also be required as part of implementing such a mitigation plan. Additionally, a non-unique archaeological resource may also still be considered a Tribal Cultural Resource, which is discussed further in section VI.18, Tribal Cultural Resources of this Initial Study.

The construction of the residence and the installation of the sewer line have different potentials to impact archaeological resources. The proposed residence is on a pad essentially graded into a cliff. The geological report (Source IX.60) states that this pad is a cut and fill pad graded into the site around the mid 1960's. Prior to that the site would have been extremely steep slope west to a coastal bluff, making prehistoric habitation unlikely. Additionally, no evidence of resources was identified in PPAC's 2021 archaeological report which included both archival research and a field survey by a qualified archaeologist.

The sewer line excavation runs through a more archaeologically sensitive area, where evidence of potential resources was identified during PPAC's 2024 pedestrian reconnaissance; and while they lacked anthropogenic associations, Wheelis' report also identified one isolated flaked stone debitage fragment and two shell fragments. Neither report ruled out the presence of CA-MNT-1348 in the vicinity of the access and utility easement, and both reports included construction crew cultural awareness training and archaeological and tribal cultural monitoring recommendations to account for this.

Disturbance or destruction of a unique archaeological resource as defined by CEQA Statute section 21083.2.(g), disturbance or improper handling of human remains, or inconsistency with the LUP policies and their implementing regulations in the Monterey County Coastal

Implementation Plan (CIP) protecting archaeological resources would be a potentially significant impact to cultural resources. Excavations for the sewer line trench for this project will involve significant soil disturbance and displacement, and this work may impact unknown potentially significant buried archaeological resources within the project area. It would not be feasible to rule out the possibility of a significant resource at this time, as that would entail essentially trenching the entirety of the sewer line. Therefore three mitigation measures and incorporation of the County's standard condition requiring stopping work if human remains are identified and incorporated. Such subsurface testing would also not be warranted at this time. The project archaeologist provided a letter dated September 4, 2024 stating that they do not believe additional subsurface testing is warranted, and due to the limited scope of disturbance, a sewer line trench approximately 18 inches wide by 24 inches deep, additional archaeological excavation may cause more impact to the site than the project itself (Source IX.75).

Mitigation Measure CUL-1 would require that prior to any ground disturbance for the sewer line and within 50 feet of CA-MNT-1348, that qualified archaeologist provide a construction worker awareness training for any construction personnel involved in those earth disturbing activities. This will ensure that workers conducting ground disturbance in the most archaeologically sensitive areas of the project are appropriately trained on how to identify resources and the procedures that need to be adhered to if any resources are identified. As the most archaeologically sensitive area of the site, Mitigation Measure CUL-2 would also require an on-site archaeological monitor during earth disturbing activities for this sewer line and within 50 feet of the mapped resource.

CEQA statute section 21083.2.(i) provides that as part of procedures for project evaluation or as mitigation an agency may make provisions for archaeological sites inadvertently discovered during construction Mitigation Measure CUL-3 and standard Condition No. PDSP003(B) work in conjunction and to achieve this task, and in some ways overlap. CUL-4 would also apply if resources are identified. The intent is that CUL-3 outline procedures for cultural resource protection, while PDSP003(B) has a greater focus on adherence to state law requirements for the disposition of human remains. CUL-3 also cross references in the tribal cultural monitoring mitigation TR-CUL-1, which is discussed in section VI.18 of this Initial Study, as archaeological and tribal cultural resources often overlap. Together these mitigation measures outline the procedures that will be required if any archaeological resources or human remains are uncovered in the course of work, so that work can be halted preventing damage to any resources and appropriate treatment of any human remains, that resources can be documented and assessed by a qualified archaeologist, and that appropriate treatment be developed through the treatment plan mitigation CUL-4.

Together these mitigations and condition would reduce impacts to archaeological resources or human remains to a less than significant level by requiring that construction personnel undertaking work near CA-MNT-1348 be trained to identify cultural resources, that an archaeological monitor be present during earthwork installing the sewer line and/or within 50 feet of CA-MNT-1348, that procedures are in place to halt work if any unknown resources or human remains are uncovered; and that if resources are identified that they be analyzed and a mitigation plan be prepared and implemented. This Mitigation Measure, CUL-4, emphasizes avoidance and preservation consistent with LUP requirements, and outlines the objectives and

potential actions required to mitigate for disturbance of archaeological resources. *Impacts would be less than significant with mitigation.*

CUL-1 – Cultural Resources Awareness Training
Prior to ground disturbance for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, or any ground disturbing activities within 50 feet of the boundary of P-27-001377 / CA-MNT-1348, a qualified archaeologist either on the County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall provide an Archaeological Resources Sensitivity Training to all construction personnel involved in these earth disturbing activities. The training shall include information on how to identify potential cultural resources, and the procedures for if unanticipated cultural resources are discovered during the course of work.

CUL-1 Implementation Actions:

CUL-1a Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the Archaeological Resource Sensitivity training to HCD-Planning for review and approval.

CUL-1b Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur.

CUL-1c Prior to issuance of grading/construction permits, the qualified archaeologist shall review the schedule required by mitigation monitoring action CUL-1b, identify which activities would require the training, and submit that information to HCD-Planning.

CUL-1d Prior to ground disturbance for any work requiring an Archaeological Resources Sensitivity Training as determined by mitigation monitoring action CUL-1c, the owner/applicant/qualified archaeologist shall submit evidence to HCD-Planning that the training required by this mitigation measure occurred. The evidence shall consist of the training materials provided to the construction crew, a list of attendees, and written verification from the qualified archaeologist.

CUL-2 – Archaeological Monitor
A qualified archaeologist either on County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall be retained to provide on-call services and monitor the excavations for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, and any earthwork within 50 feet of the boundary of P-27-

001377 / CA-MNT-1348. The archaeological monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

CUL-2 Implementation Actions:

CUL-2a Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the archaeological monitoring to HCD-Planning for review and approval. The contract shall also include on-call services in the event that cultural resources are discovered outside of the monitoring schedule required by Mitigation Monitoring Action CUL-2b.

CUL-2b Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The qualified archaeologist shall review the schedule, identify which activities would require archaeological monitoring, and submit that information to HCD-Planning.

CUL-2c During the course of construction, if any archaeological resources are discovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3, and if any human remains are discovered County Standard Condition PD003(B).

CUL-3 – Cultural Resources Stop Work Procedures

If, during the course of construction, archaeological or tribal cultural resources are discovered at the site, the owner/applicant/on-site construction superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it. If archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify County of Monterey HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

When contacted, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. If archaeolgoical resources are uncovered the qualified archaeologist, with recommendations from the tribal cultural monitor, develop an archaeological mitigation plan as outlined in Mitigation Measure CUL-4, which the owner/applicant would be required to adhere to.

A final technical report containing the results of all analyses shall be completed within one year following completion of the field work. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

CUL-3 Implementation Actions:

CUL-3a Prior to the issuance of grading or building permits, the Owner/Applicant shall include the text of this mitigation measure and all mitigation monitoring actions on all grading/building plans.

CUL-3b During construction, should any archaeological or tribal cultural resources be discovered at the site, the owner/applicant/on-site superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it.

CUL3c During construction, should any archaeological resources, tribal cultural resources, and/or human remains be encountered, the owner/applicant shall establish a 100 foot radius buffer zone of no disturbance and no entry with stakes and flagging tape until a qualified archaeologist and/or the County coroner can inspect the find. The owner/applicant/applicant's contractor shall be responsible to work in cooperation with the on-site monitors and protect the resource until it can be evaluated.

CUL-3d During construction, if archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

CUL-3e If contacted pursuant to mitigation monitoring action CUL-3c, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. The owner/applicant/qualified archaeologist shall consult the tribal cultural monitor for recommendations on the disposition of any tribal cultural resources with appropriate dignity. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. Once catalogued, the qualified archaeologist shall prepare an archaeological Mitigation Plan as required by CUL-4.

CUL-3f On an on-going basis, the owner/applicant shall ensure that artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

CUL-4 – Archaeological Mitigation Plan

If archaeological resources are identified during the course of construction, a qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. In preparing the plan the archaeologist shall consult with the tribal cultural monitor for the treatment of any cultural resources with appropriate dignity, and the final disposition of any artifacts, and submit the plan to HCD-Planning for review and approval.

The goals of the plan are to avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered.

- Measures to avoid disturbance of resources include re-siting or re-designing approved project components if feasible, or capping/covering the resource in a non-destructive manner.
- In accordance with Carmel Area Land Use Plan Policy 2.8.3.4, avoidance shall be pursued prior to considering excavation and recovery.
- Avoidance shall be considered infeasible if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage.
- If avoidance is determined infeasible, the qualified archaeologist shall formulate measures for their treatment and recovery that document the unique resource prior to removal.
- Recommendations of the Tribal Cultural monitor shall be in the plan considered, such as leaving resources in place, reburial onsite, returning them within one (1) year to a representative of the appropriate tribe as recognized by the Native American Heritage Commission, or donating them to the Monterey County Historical Society.

CUL-4 Implementation Actions:

CUL-4a If archaeological resources are identified during the course of construction, a qualified archaeologist shall convene with the applicant, project designer(s), HCD-Planning, and the Tribal Cultural Monitor to assess whether avoiding Cultural or Tribal Cultural resources is feasible.

CUL-4a(i) If avoidance of resources is determined to be infeasible by the qualified archaeologist with concurrence from HCD-Planning, the qualified archaeologist shall document this in a letter report and submit it to HCD-Planning.

CUL-4a(ii) If avoidance of resources is feasible, the qualified archaeologist shall incorporate those avoidance measures in the archaeological mitigation plan, and the owner/applicant shall submit revised plans to Housing and Community Development incorporating any feasible re-design/avoidance for review and approval.

CUL-4b If archaeological resources are identified during the course of construction, and after the completion of mitigation monitoring action **CUL-4a,** the qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. The qualified archaeologist shall consult with the tribal cultural monitor for recommendations regarding treatment with appropriate dignity and disposition of any cultural resources, and submit the plan to HCD-Planning for review and approval. Beyond avoidance, measures in the plan may include testing, evaluation, and documentation by a qualified archaeologist, and placement of an archaeological protection easement, based on the recommendations of the qualified archaeologist.

CUL-4c The owner/applicant shall be required to adhere to the approved archaeological mitigation plan on an on-going basis.

CUL-4d Within one year of the completion of all field work, the qualified archaeologist shall prepare a final technical report containing the results of all analyses, and submit it to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. This technical report shall also document how the measures in the archaeological mitigation plan were adhered to, or if any other follow up action is required to ensure compliance with this mitigation plan.

PDSP003(B) – Standard Condition
If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and HCD - Planning within 24 hours.

- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.

- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner. (HCD - Planning)

PDSP003(B) Implementation Actions:

Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist for on-call archaeological services should resources be discovered during construction activities. Submit the letter to the Director of the HCD – Planning for approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

Prior to Final, the Owner/Applicant, per the Archaeologist , shall submit a report or letter from the archaeologist summarizing their methods, findings, and recommendations if their services are needed during construction or if no resources were found.

6. ENERGY Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (Source IX.41)	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (Source IX.24, 42)	☐	☐	☐	☒

Discussion/Conclusion:

Energy 6(a) – Less than Significant

During construction, fossil fuels, electricity, and natural gas would be used by construction vehicles and equipment. Construction energy consumption would be temporary and would be consistent with that used by other similar projects within the County. The project entails the construction of a single-family residence. Given the scale of the project, construction energy use would be nominal and short-term. As such, it would not be considered wasteful, inefficient or unnecessary due to the scale of the project. In addition, the project would adhere to applicable federal and state regulations requiring fuel-efficient equipment and vehicles and prohibiting wasteful activities, such as California Code of Regulations Title 13 Sections 2449 and 2485, which prohibit diesel-fueled commercial motor vehicles and off-road diesel vehicles from idling for more than five minutes and would minimize unnecessary fuel consumption (Source: IX.41). Therefore, energy use during construction would have a less than significant impact.

Operational energy consumption would be primarily associated with the use of the residence and vehicle trips to and from the residence. The increase in energy consumption and vehicle trips associated with operation of the residence would represent a negligible increase in energy consumption and vehicle trips in the region. *Impacts resulting from the inefficient, wasteful, or unnecessary consumption of energy, as well as from conflicts with state or local plans for renewable energy or energy efficiency would be less than significant.*

Energy 6(b) – No Impact

The proposed project would be required to be designed and constructed in full compliance with the California Building Code (CBC), including applicable green building standards and building energy efficiency standards such as CALGreen; CBC, Title 24, Part 11, which requires implementation of energy efficient light fixtures and building materials into the design of new construction projects (Source: IX.42).

The local plan providing guidance on energy policy is the Monterey County 1982 General Plan. The project would not conflict with any of policies in this plan, and as discussed in section VI.11 Land Use and Planning would be consistent with policy 13.4.2, which requires that new residential dwelling be required to meet or exceed State of California building efficiency standards (Source IX.24). *Therefore, there would be no impacts associated with conflict with a state or local plan for renewable energy or energy efficiency.*

7. GEOLOGY AND SOILS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Source: IX.13, 21, and 59)	☐	☐	☐	☒
ii) Strong seismic ground shaking? (Source IX.20, 52, 59, and 60)	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction? (Source: IX.60)	☐	☐	☒	☐
iv) Landslides? (Source : IX.7, 19, 20, 39, 52, 59 and 60)	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil? (Source IX.52, 59, ~~and~~ 60, 74)	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Source : IX.7, 19, 20, 39, 52, 59, ~~and~~ 60, and 76)	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Chapter 18A of the 2007 California Building Code, creating substantial risks to life or property? (Source IX.60)	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (Source IX.39 and 55)	☐	☐	☐	☒
f) Directly or indirectly destroy a paleontological resource or site or unique geologic feature? (Source IX.24)	☐	☐	☒	☐

Discussion/Conclusion:

Overview

The project is subject to the Carmel Area Land Use Plan (LUP) policies regarding development in hazardous areas (Source IX.7), and their implementing regulations in the Monterey County Coastal Implementation Plan (CIP) (Source IX.43), which require geological and geotechnical reports be prepared to address geologic hazards as part of development applications. The project is within 50 feet of a coastal bluff, and site grading would entail ~~2,305~~700 cubic yards of cut and ~~355~~ 390 cubic yards of fill, resulting in net cut of ~~1,950~~310 cubic yards; approximately ~~6,758~~3,095 square feet of this grading would occur on slopes in excess of 30%.

In accordance with CIP section 20.146.080.B.1., coordinated geological and geotechnical reports were prepared to assess the potential of the project to be impacted by geologic hazards. Both the geological and geotechnical reports had preliminary and final versions. The preliminary versions

generally assessed the suitability of the site for single-family residential development, while the final versions contained more detailed hazards analysis and recommendations. These included:

- a Geologic Feasibility Assessment prepared by Easton Geology, Inc., dated August 17, 2020, HCD-Planning File No. LIB210218 (Source: IX.19);
- a Geologic Investigation, Johnson Property, also prepared by Easton Geology, Inc., dated December 15, 2022 (referred to as "the geological report"), HCD-Planning File No. LIB240060) (Source IX.59);
- a Preliminary Geotechnical Investigation prepared by Rock Solid Engineering, Inc., dated August 14, 2020, HCD-Planning File No. 210219 (Source: IX.20); and
- a Geotechnical Investigation also prepared by Rock Solid Engineering, Inc., dated December 15, 2022 (referred to as "the geotechnical report"), HCD-Planning File No. 240059) (Source IX.60).

The reports started by establishing the geological context for the site. The property is situated on a tall granitic bluff between Highway 1 and the Ocean, just north of Wildcat Cove. The bluff was formed over thousands of years through combined geologic processes of fluctuations in sea level, tectonic uplift, and base surf erosion. A small level cut and fill pad was excavated on the site sometime in the mid 1960's before 1967. The preliminary geotechnical investigation characterized the soil profile as generally consisting of fill, colluvium, and highly weathered granite that becomes less weathered and stronger with depth. Artificial fill was encountered on the west of the cut and fill pad. (Sources IX.19, 59, and 60)

In its conclusions, the geological report stated that the primary geological concerns for the site are slope instability, long-term coastal erosion, and seismic shaking. Both the geological and geotechnical reports considered the site suitable for a single-family residence, provided that the recommendations within them were followed. These included criteria for site preparation, grading, foundations, and other improvements, projection of foundations below a projected 100-year bluff erosion profile established in the reports, direction of concentrated drainage away from the ground surface or steep slopes to prevent shallow landsliding or ponding, and review of grading and foundation plans (Source IX.59 and 60). A standard condition of approval is would be required as part of the project which would require that the applicant record a notice on the property affirming that they will adhere to the recommendations of these reports. The analysis and conclusions of these reports are discussed in further detail in the subsequent sections. The LUP also has a number of policies regarding grading and development on slopes in excess of 30 percent, which are discussed in section VI.1 Aesthetics.

Geology and Soils 7(a.i) – No Impact

The project site is not located in an Alquist-Priolo fault zone based on mapping data from the California Department of Conservation (Source IX.21). No known fault lines or fault traces traverse the site (Source IX.13), and the geological report identifies the nearest fault as the San Gregorio Hosgri (Sur Segment) approximately 4.6 kilometers from the site (Source IX.59). The project is in an area of high seismicity, and ground shaking resulting earthquakes is discussed separately in the subsequent section. *As are no known faults or fault traces traversing the site based on available mapping data and the geological report prepared from the project, there would be no impact resulting from ruptures of known faults.*

Geology and Soils 7(a.ii) – Less than Significant

Ground shaking is the soil column's response to seismic energy transmission. Ground shaking caused by earthquakes is a complex phenomenon, and transmission of earthquake vibrations into buildings from the ground can structurally damage them (Pg. 3, Source IX.20). The geological report states that seismic shaking will be strong during the next major earthquake along local fault systems, and that the controlling reference for the properties seismic design criteria was the nearby San Gregorio-Hosgri fault, which is approximately three miles west of the site (Pg. 13, Source IX.59).

The geological report and geotechnical report (Sources IX.59 and 60) both conclude that the site would be suitable for the proposed use provided that their recommendations are implemented. The geologist included recommendations for seismic design factors, including the anticipated earthquake magnitude of M_w 7.0, an expected strong shaking duration of 14 seconds, and a "ground acceleration" factor of 0.80g. The geotechnical engineer stated that that all proposed structures would be designed with the corresponding seismic design parameters in accordance with the California Building Code, and included recommendations for grading and site preparation, drainage, utility trenches, and the foundation system. A standard County condition of approval would be applied to the project that would require that the applicant record a notice on the property affirming that they will adhere to the recommendations of these reports. Additionally, as part of the Conty's ministerial grading and building permit review process, the project would be required to adhere to County's Grading Ordinance (Monterey County Code Chapter 16.08, Source IX.52) and the California Building Code (Pg. 4, Source IX.60), both of which require incorporation of the recommendations of geologic and soils reports. Section 16.08.110 states that applications for grading shall be accompanied by a soil engineering report and engineering geology report, and that those recommendations included in the report and approved by the Building Official be incorporated in the grading plans and specifications.

The recommendations of both reports ensure that ground shaking would not significantly impact structures or occupants, and incorporation of the County's standard notice of report condition and the grading and building permit processes would ensure these recommendations are adhered to. *Therefore, impacts related ground shaking would be less than significant.*

Geology and Soils 7(a.iii) – Less than Significant

Earthquakes can cause other seismic related ground failures, including soil liquefaction and lateral spreading. The geotechnical engineer concluded that the potential for these hazards was low, based on their review of County of Monterey GIS information and their field observations, including the sites relatively dense soil and lack of a shallow groundwater table (Source IX.60). *Therefore impacts related to liquefaction and other seismic related ground failure would be less than significant.*

Geology and Soils 7(a.iv and c) – Less than Significant

Due to the inter-related nature of long-term bluff erosion and bluff stability issues as coastal hazards, this section combines subsections VI.7a.iv and c, while topsoil erosion is addressed below in VI.7b.

Long-term Coastal Bluff Erosion

As previously mentioned the property is situated on a tall granitic bluff between Highway 1 and the Ocean, which was formed over thousands of years through combined geologic processes of fluctuations in sea level, tectonic uplift, and base surf erosion. When geologic investigations are prepared for bluff development, LUP policies 2.7.4.7 requires that these reports include analysis of cliff geometry, historic bluff retreat, and foreseeable cliff erosion (Source IX.7). The geological report estimated evaluated aerial photographs of the site dating back to 1929, and conservatively estimated that bluff retreat has been at most one foot in 10 years. While not necessarily a representative sample, between 2010 and 2016 retreat of the bluff face near the site was significantly less, approximately one tenth of a foot in 10 years, indicating retreat rates along the granitic coast at the site are very slow. Sea level rise does have the potential to accelerate coastal erosion processes, however the report concludes that due to the site's very low bluff erosion rate, a hypothetical erosion rate increase of 25% would have a negligible impact on the development during its lifetime (Source IX.59).

Therefore, for projected retreat the geologist established an anticipated bluff retreat of one foot per 10 years, so retreat of the bluff face would be approximately 10 feet over the next 100 years. The geologist's bluff retreat analysis also included retreat from potential rock topple or sliding along dipping joint planes (Pg. 2, Source IX.19). Using these factors, the geologist mapped a geologically feasible building envelope, which is shown as the dark grey area in Figure 14 ~~8~~ below. The cross section in Figure 15 ~~9~~ provides a graphic representation of how the areas seaward of the bluff would erode over this 100 year period. Development would be feasible seaward of this envelope provided that foundation improvements were installed below the 100-year anticipated bluff retreat profile. Portions of the proposed development are within this geologically feasible building envelope, while much of the residence is seaward of it, and the applicant is proposing a micro-pile foundation that would be installed below the 100-year anticipated bluff retreat profile (Source IX.39).

LUP policy 2.7.3.4 requires that in locations determined to have significant hazards, development permits include a special condition requiring the owner to record a deed restriction describing the nature of the hazard and long-term maintenance requirements, and LUP policy 2.7.4.10 states that revetments and sea walls shall only be allowed for the protection of existing (rather than new) development (Source IX.7). Therefore, a standard condition would be applied and incorporated into the project to ensure consistency with these policies. This condition would require the applicant to record a deed restriction identifying that the site is subject to coastal hazards, assuming the risks of such development, waiving liability, indemnifying the Coastal Commission and County of Monterey for any damages due to coastal hazards, prohibiting future coastal armoring, requiring geotechnical analysis evaluating whether development is safe should land sliding or bluff erosion threaten it, and re-location/removal should the development become unsafe without the installation of new sea walls or shoreline protective structures.

To summarize, the preliminary geological report analyzed bluff retreat and concluded that development would be geologically feasibly as long as structures were sited landward of their anticipated 100 year anticipated bluff retreat profile, or their foundations extended below it (Pg. 2, Source IX.19). Portions of the residence are landward of the profile, and the portions that are seaward of it will use a micropile foundation system to ensure that they're sufficiently founded

below the bluff profile (Source IX.39). The County is also incorporating a condition requiring that development be re-evaluated and/or removed if it ever becomes threatened by coastal hazards such as bluff erosion (Reference Policy 2.7.3.4, Source IX.7). *As the project incorporates the recommendations of the geological report to either site improvements landward of their 100 year bluff profile our extend foundations below it, and the County's Local Coastal Program requires conditions that will ensure that development is re-evaluated and potentially removed if every threatened by coastal hazards, impacts relative to Long-term Coastal Bluff Erosion would be less than significant.*

Figure 14~~11~~ Geologically feasible building envelope (Source IX.19)

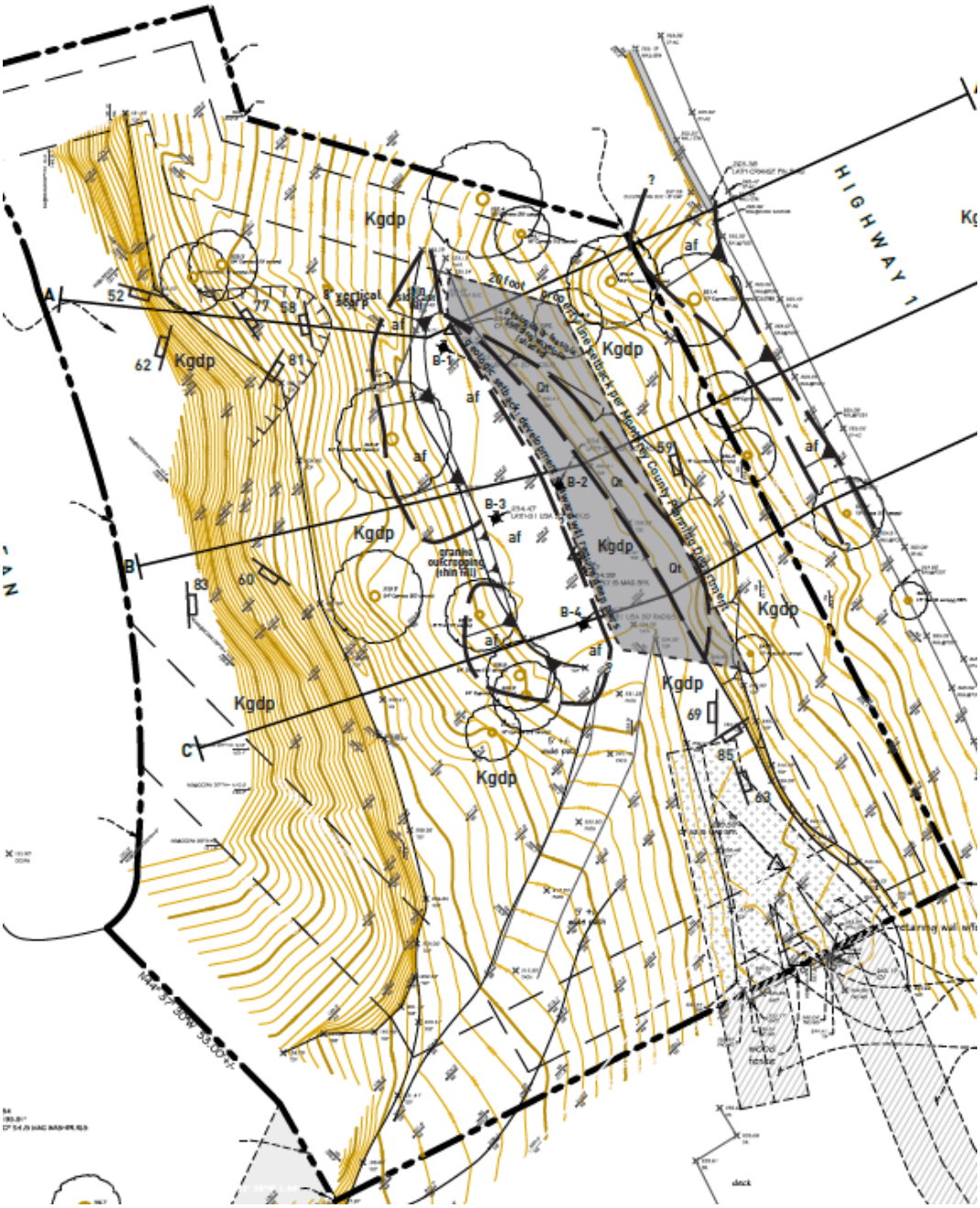
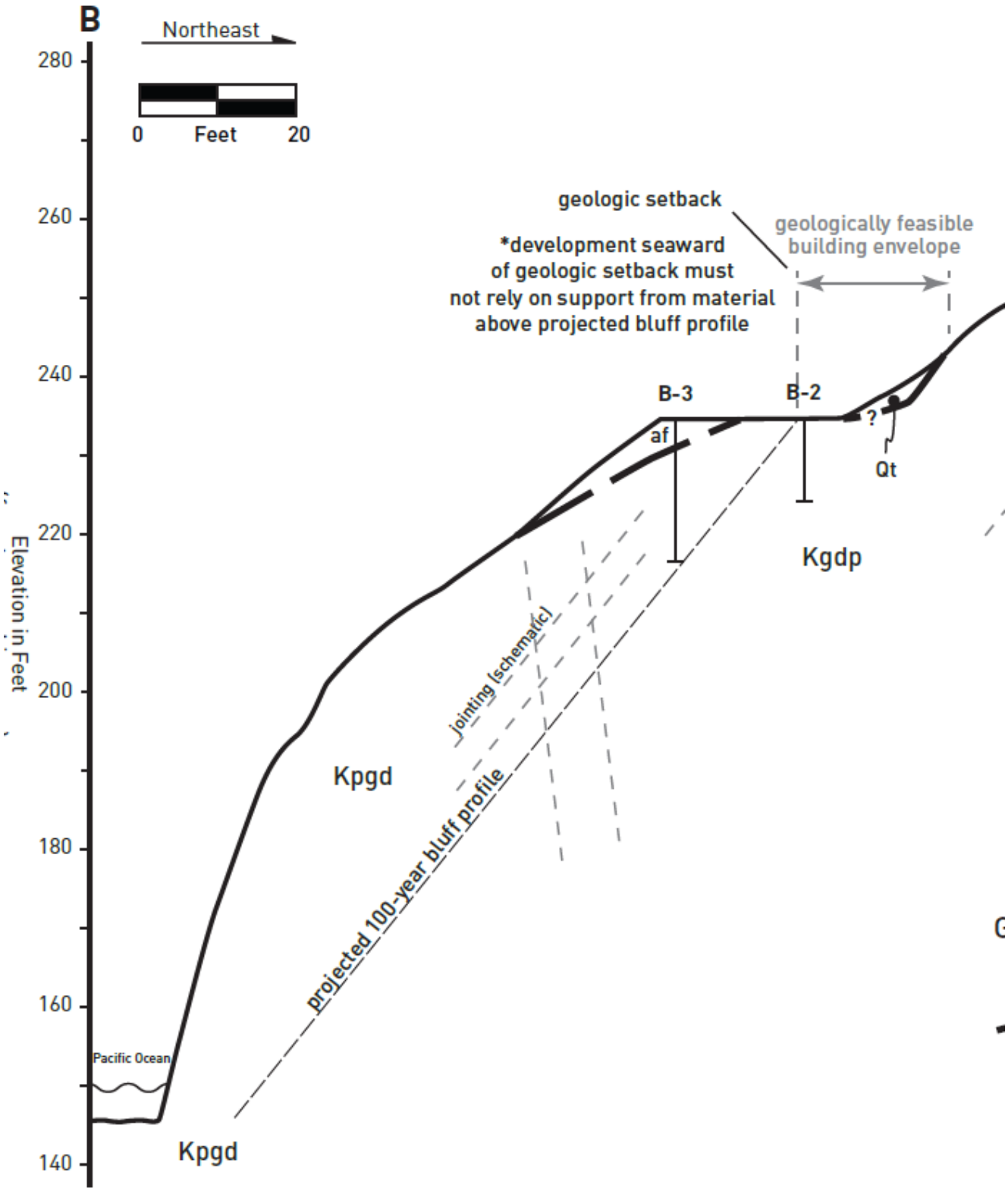


Figure 15~~12~~ Geologic Cross Section (Source IX.19)



Landslides/Slope Instability

As previously discussed the site is situated on a tall granitic bluff. Strong ground shaking can cause landslides or slope failure. The geological report (Source IX.59) states that while deep landsliding, incorporating a large part of, or the entire slope is possible, the initiation of new large landslides is exceedingly rare and relatively uncommon in granodiorite. ~~There was~~ Easton Geology found no indicators of previous slides ~~in the area~~ on the site during their investigation, such as scarps, large bowl-shaped swales, or "hummocky" topography. However a landslide did occur on the property west of the site at 255 Highway 1 after unpermitted tree removal (Source IX.76).

Similarly the highly jointed granitic bedrock underlying the site may be prone to relatively shallow translational sliding in weak joints or shears daylighting onto the slope, but the geologist saw no evidence during their surface or subsurface investigation to support that a landslide potential exists in the less weathered granodiorite. The geologist concluded that improvements too close to the bluff would have a high risk of damage resulting from bluff instability, however, the likelihood of retreat to impact improvements is low provided they are well founded, below the 100 year bluff retreat setback mentioned above, or adequately setback from the bluff.

The Preliminary Geotechnical Investigation also included a quantitative slope stability analysis which indicated that the soil and weathered granite slopes meets or exceeds the current industry standard minimum safety factor above weathered granite (Source IX.20). Similar to the geological report, the geotechnical report recommends either siting improvements landward of the 100 year bluff setback or embedding their foundations below it to address landslides (Source IX.60). Both reports also emphasized controlling drainage to prevent erosion, which could also impact bluff stability.

Therefore, based on the analysis of both these reports, the same measures that address long-term bluff erosion and surficial soil erosion would also address landslides/slope stability, namely incorporating the geological and geotechnical reports recommendations as required by the County's standard conditions of approval , including embedment of foundations below the 100-year bluff profile established by the geological report and the design recommendations of the geotechnical report, the ministerial grading and building permit processes, which include review of grading and erosion control plans for compliance with the requirements of Monterey County Code Chapter 16.08 and 16.12. (Source IX.52), and incorporation of the coastal hazards deed restriction required by the LUP mentioned above (Reference Policy 2.7.3.4, Source IX.7), which will addresses hazard both from direct bluff retreat and from landsliding. *Therefore, with incorporation of these two conditions and the County's standard grading, erosion control, and building permitting requirements, impacts would be less than significant.*

Geology and Soils 7(b) – Less than Significant

The sites relatively soft colluvial surface soils are prone to erosion if site drainage is uncontrolled or misdirected. Therefore, the geologist recommended that All drainage from improved or impervious surfaces, such as walkways, patios, roofs, and driveways on the property should be collected in impermeable gutters or pipes and discharged in an area where it will not cause erosion of the loose underlying soils (Pg. 14, Source IX.59). The geotechnical report also

recommended that no concentrated drainage be directed to the steep bluff (Pg. 12, Source IX.60). As previously mentioned, a standard County planning condition of approval would incorporated that requires that the applicant record a notice on the property affirming that they will adhere to the recommendations of these reports. Grading, drainage, and erosion control plans which were submitted and reviewed by HCD-Environmental Services as part of the planning entitlement process. The civil engineer Guy R. Giraudo, Landset Engineers, Inc. also wrote a letter dated September 20, 2024 describing how the drainage system has been designed in a manner that would not accelerate erosion (Source IX.74). Additionally, as part of ministerial review of grading and building permits, the project would be required to comply with the County's Erosion Control ordinance, Monterey County Code Chapter 16.12 (Source IX.52). This would include submittal of an erosion control plan, which would be reviewed for consistency with the requirements of that chapter, including incorporation of best management practices to prevent and minimize potential erosion and sedimentation. *Therefore, incorporation of the geologist and geotechnical engineers recommendations, the County's standard conditions of approval, and the County's ministerial grading permit processes would ensure that erosion related impacts are less than significant.*

Geology and Soils 7(d) – Less than Significant

Expansive soil undergoes volume changes (shrinkage and swelling) with changes in moisture content. As expansive soil dries, the soil shrinks. When the moisture content increases, expansive soil swells. This behavior causes distress and damage to structures that are constructed on expansive soils. Based on their field observations and the granular nature of the silty sands encountered near the surface of the site, the geotechnical report concluded that the potential for expansive soils should be considered low (Pg. 11, Source IX.60). *Therefore, impacts relative to expansive soils would be less than significant.*

Geology and Soils 7(e) – No Impact

The project would be served by a "septic tank effluent pumping" (STEP) system, which means that effluent would be conveyed to the municipal sewer system (Carmel Area Wastewater District), while sold waste would be collected in a septic tank, which trucks would need to haul offsite (Source IX.55). Because of this there would be no dispersal leech fields. The Environmental Health Bureau (EHB) reviewed the project with this system proposed, and the Carmel Area Wastewater District (CAWD) both issued a can and will serve letter for the property (Source IX.39). Their has been no indication from either EHB or CAWD that the soils would not be suitable for the STEP system proposed. *Therefore, no impacts from septic systems or alternative wastewater disposal systems would occur.*

Geology and Soils 7(f) – Less than Significant

The Monterey County General Plan acknowledges that many paleontological resources have been discovered throughout Monterey County (Source: IX.24). It is always possible to encounter buried or possibly redeposited paleontological resources during construction and grading activities. In the event of unanticipated discovery of paleontological resources, impacts would be reduced to a less than significant level with implementation of a County condition of approval regarding paleontological resources: in the event that a potential paleontological resources is encountered during construction, work would immediately halt and a qualified paleontologist would evaluate the find. This County's standard conditions of approval have this requirement;

however it is typically incorporated into the "negative archaeological site" condition. As that condition would not be applicable to this project (See section VI.5 and VI.18 of this Initial Study for discussion of archaeological and tribal cultural resources, respectively), this condition is being applied as a "non-standard" condition. *Therefore, with implementation of the County's typical stop work requirements for paleontological resources incorporated as a project condition of approval, impacts would be less than significant.*

8. GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Source: IX.24 and 42)	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Source: IX.24 and 42)	☐	☐	☒	☐

Discussion/Conclusion:

Greenhouse Gas Emissions 8(a-b) – Less than Significant

The project involves the construction of a single-family residence. Temporary construction-related emissions would result from use of construction equipment. The County of Monterey does not currently have an adopted greenhouse gas (GHG) reduction plan with numerical reduction targets for individual uses and developments.

The 1982 General Plan section on Energy Resources contains policies relevant to GHG emissions. Policy 13.4.2 which requires all new residential dwellings to meet or exceed the building efficiency standards established by the State of California. In addition, the 1982 General Plan includes Policy 13.4.3 which encourages building designs that reduce demands for artificial heating, cooling, ventilation, and lighting (Source: IX.24). The project would comply with California Building Energy Efficiency Standards, which require green building features such as energy-efficient lighting (Source IX.42). Therefore, the proposed project would not conflict with the policy direction contained in the General Plan.

The project would not substantially increase population in the area and would therefore not increase demand for electricity, heat and other utilities that create GHG in production. Additionally, as discussed in Section IV.17, the project would not substantially increase traffic compared to existing conditions. Therefore, the proposed project would not result in a substantial increase in operational GHG emissions. The proposed project's short-term construction and long-term operational GHG emissions would be minimal and would not have a significant impact on the environment. Since the GHG emissions associated with the project are minimal, it would neither generate GHG emissions either directly or indirectly that may have a significant impact to the environment; nor result in emissions that would conflict with any applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions. *Impacts would be less than significant.*

9. HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Source IX.13)	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Source: IX.25, IX.26)	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? (Source IX.13)	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Source: IX.27)	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (Source: IX.28, 33, 34, 39, 40, 58)	☐	☐	☒	☐

Discussion/Conclusion/Mitigation:

Hazards and Hazardous Materials 9(a-b) – Less than Significant

The proposed project would involve the construction of a single-family residence, which typically would not use or store large quantities of hazardous materials in operation. Potentially hazardous materials such as fuels, lubricants, and solvents would be used during project construction. However, the transport, use, and storage of hazardous materials during project construction would be conducted in accordance with all applicable state and federal laws, including the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and CCR Title 22. *As no hazardous materials in excess of what would typically be expected in the construction of a single-family residence would be present, and with adherence to applicable hazardous materials laws, impacts would be less than significant.*

Hazards and Hazardous Materials 9(c) – No Impact

The nearest school to the project site is Carmel River Elementary School, located approximately three miles north of the project site (Source IX.13). Additionally, as discussed above, operation

of the project would not be expected to create a significant hazard to the public or the environment. Because the project site is not located within 0.25 mile of an existing or proposed school and the project is not expected to create a significant hazard to the public or the environment, *no impact would occur*.

Hazards and Hazardous Materials 9(d) – No Impact

A search of the State Water Resources Control Board (SWRCB) Geotracker database and the California Department of Toxic Substances Control EnviroStor database was conducted in July 2023; neither database shows a cleanup site within 0.25 mile of the project site (Source: IX.25, IX.26) Therefore, the project site and adjacent properties are not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The proposed project would not create a significant hazard to the public or the environment. *No impact would occur*.

Hazards and Hazardous Materials 9(e) – No Impact

The nearest airport to the project site is the Monterey Regional Airport, located approximately 7.6 miles to the northeast. The site is not within two miles of a public or public use airport or within an airport land use plan (Source IX.13). *Therefore, no impact would occur.*

Hazards and Hazardous Materials 9(f) – No Impact

Monterey County Office of Emergency Services has developed an Emergency Operations Plan, last updated in 2020, which contains response and recovery protocols for several types of natural, technical, and human-caused emergencies. The Emergency Operations Plan outlines the roles and responsibilities of the County and partnering entities during emergency responses (Source: IX.27). Construction of the proposed project would not result in lane closures on Highway 1 and would not create new obstructions to the County's Emergency Operations Plan. In addition, the proposed project would not result in inadequate emergency access as project plans are subject to review and approval by Carmel Highlands Fire Protection District during the permit process. The grading and construction plans would require implementation of fire protection safety features, including emergency access. Therefore, the proposed project would not impair implementation of or physically interfere with an adopted emergency response or evacuation plan. *No impact would occur*.

Hazards and Hazardous Materials 9(g) – Less than Significant

CAL FIRE's Fire Hazard Severity Zone (FHSZ) Map indicates the potential fire risk for areas within the state. The project site is located within a Very High Fire Hazard Severity Zone (VHFHSZ) in an area designated as a State Responsibility Area (Source IX.28). The project site is within the service area of the Carmel Highlands Fire Protection District, which provides fire protection service through a contract with CAL FIRE. The Carmel Highlands Fire Protection District station is located 0.25 mile to the northeast of the project site (Source IX.40). Project construction activities would be performed in compliance with local building code and fire code standards.

The project includes a designated turnaround area for fire trucks, and includes an emergency fire access stairway along the eastern property line parallel to Highway 1 which would allow emergency evacuation or a secondary access to the site for emergency responders. The project is

bordered by the Pacific Ocean to the west and Highway 1 to the east, and is not within or adjacent to wildlands and would therefore not increase exposure to wildland fires (IX.39).

Additionally, as discussed in section VI.20 wildfire subsection VI.20(b), due to slope and prevailing wind, fires originating upslope of the project would likely travel east to west and away from the project site; and wildfires would not originate downslope of the site as it's bordered by the Pacific ocean (Source IX.33 and 34). During construction, the project would involve the use of construction equipment which may produce sparks, that could ignite on-site vegetation. The project would be required to comply with regulations related to construction equipment and fire suppressants, including but not limited to California Public Resources Code Section 4442 (Source IX.58), which requires spark arrestors on potentially-spark inducing equipment.

Therefore, due to slopes, prevailing winds, and adherence to building code, fire code, and standard fire prevention regulations, impacts related to wildland fires would be less than significant.

10. HYDROLOGY AND WATER QUALITY Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (IX.39, 52)	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (Source: IX.29, 39, 51, 63)	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: (Source IX.39)				
i) result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (Source: IX.31, IX.32, 39, and 64)	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (Source: IX.29)	☐	☐	☐	☒

Discussion/Conclusion:

Hydrology and Water Quality 10(a) – Less than Significant

Development of the proposed project would involve site preparation, grading, and building construction. Associated grading would involve excavation of approximately ~~2,305~~700 CY of soil, and approximately 150 CY of gravel/rock from drilling (IX.39).

The project application materials identify implementation of construction best management practices (BMP's) to avoid waste discharge and impacts to surface water quality, including maintenance of sediment barriers and silt fences along the perimeter of working areas, and daily watering of exposed soil for dust control.

The proposed project would also be required to comply with Monterey County Code Chapter 16.12, the County's Erosion Control Ordinance (Source IX.52), which sets forth required provisions for project planning, preparation of erosion control plans, runoff control, land clearing, and winter operations; and establishes procedures for administering those provisions. The project would require a ministerial grading permit through HCD-Building Services. This

would include submittal of an erosion control plan including incorporation of the best management practices discussed above. These requirements would prevent and minimize potential erosion, sedimentation, and spills. *Therefore, the application of the County code through the County's standard ministerial grading permit process ensures impacts would be less than significant.*

Hydrology and Water Quality 10(b) – Less than Significant

The project site lies within the Central Coast Regional Water Quality Control Board (CCRWQCB), which regulates sources of water quality related issues resulting in actual or potential impairment or degradation of beneficial uses, or the overall degradation of water quality. The project site does not overlie a groundwater basin (Source: IX.29). Additionally, due to the site's slope and cliffside, it is unlikely that the project site contributes to groundwater recharge. Therefore, the project would not interfere with groundwater recharge.

The project would receive potable water from the Highway 1 Water Distribution System No. 12. This water system is permitted by the Monterey Peninsula Water Management District with Water Distribution System Permit No. M13-05-L2, the County of Monterey HCD-Planning with Coastal Administrative Permit PLN120263, and a small water system permit with the County of Monterey Environmental Health Bureau (System ID No. 2702809). The Monterey Peninsula Water Management District with Water Distribution System Permit No. M13-05-L2 establishes an annual production limit of 1.87 acre-feet per year. This system serves three properties, two of which are developed with single-family residences. (Sources IX. 50, 51, and 63)

As part of the Coastal Administrative Permit PLN120263, a Water Demand, Well Adequacy, and Pumping Impact Assessment was prepared and revised by Bierman Hydrogeologic (Source IX.65), and a Technical Memorandum by Pueblo Water Resources, Inc. (Source IX.66) reviewing the revised assessment. The initial assessment, its revised version, and the review all concluded that the well would have adequate capacity to serve a three connection water system, and that offsite well impacts would be less than significant. Biermen's revised report summarized that:

- There would be no onsite well pumping impacts;
- There would be no significant offsite impacts to neighboring wells;
- There would be no offsite impacts to Sensitive Environmental Receptors (the Pacific Ocean); and
- There would be no significant impacts to in-stream flows of Wild Cat Creek.

Estimated water usage for the other two properties is 0.65 acre-feet per year. The project has an anticipated water demand of approximately 0.42 acre-feet per year (Source IX.39), meaning after completion of the project total water use would be 1.07 acre-feet per year for the system, within the 1.87 acre-feet production limitation. Therefore, the well would have sufficient capacity for the proposed project. *As the project would not interfere with groundwater recharge, the capacity of the well to serve a three connection water system has already been analyzed and determined to have less than significant impacts, and the project would be within the production limitations established for that system, project impacts to groundwater supplies and groundwater recharge would be less than significant.*

Hydrology and Water Quality 10(c.i-c.iv) – Less than Significant

The project site is adjacent to the Pacific Ocean. The nearest river to the site is Wildcat Creek, located approximately 0.25 mile southeast of the project site. The proposed project would not alter the course of any stream or river but would alter existing drainage flows on the project site, as it would involve grading and excavation and would add 8,435 square feet of impervious surfaces to the project site (IX.39) However, the scale of development is limited to a single-family residence and associated site improvements, and the project includes a storm drain system which would capture runoff from structures and impervious surfaces in catch basins it toward dispersion trenches where water would infiltrate into the soil. The capacity of the drainage systems was designed to capture the planned stormwater drainage, and the limited scope of the project and incorporation of onsite stormwater control and infiltration will ensure that modifications to the existing drainage pattern do not result in substantial erosion, siltation, or flooding on or off site. *Therefore impacts would be less than significant.*

Hydrology and Water Quality 10(d) – Less Than Significant

The Pacific Ocean west of the project site is designated as a one percent annual chance flood hazard zone; however, the project is not located within a flood hazard zone (Source: IX.32). Portions of the site are within a Tsunami Hazard area mapped by the US Department of Conservation, however, the area of the site where development is proposed is not (Sources IX.31 and 39). As the project site is 80 or more feet above mean sea level and shielded by a bedrock headland which blocks the direct approach of waves, the project geologist did not believe that tsunami or storm surge could reach the development areas. They also saw no evidence of wave run up reaching the site during their field investigation (Source IX.64). Additionally, the proposed single-family residence would not store large quantities of hazardous materials on site that would result in the release of pollutants if the project site is inundated. Therefore, the proposed project would not have the potential to risk release of pollutants due to project inundation. *There would be no impact.*

Hydrology and Water Quality 10(e) – No Impact

The project site lies within the Central Coastal Basin, which is regulated by the Central Coast RWQCB. As demonstrated throughout this section, construction or operation of the project would not generate pollutant runoff in amounts that would cause degradation of water quality or result in substantial decrease in groundwater supplies or recharge. The property is also not in a Groundwater Sustainability Plan area (Source IX.29). Therefore, the project would not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. *There would be no impact.*

11. LAND USE AND PLANNING Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community? (IX.39, 44)	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (IX.7, 14, 18, 22, 24, 39, 42, 43, 52, 59, 60)	☐	☒	☐	☐

Discussion/Conclusion/Mitigation:

Land Use and Planning 11(a) – No Impact

The project would involve construction of a single-family residence within a parcel zoned as LDR/1-D (CZ) and would be consistent with zoning requirements for height and building site coverage (IX.39, 44). As proposed the project would include two setback variances, as discussed in section II of this Initial Study. The project would not physically divide an established community as it would not divide connected neighborhoods or land uses from each other. No new roads or other development features are proposed that would divide an established community or limit movement, travel, or social interaction between established land uses. *Therefore, the project would not physically divide an established community and there would be no impact.*

Land Use and Planning 11(b) – Less than Significant with Mitigation

The proposed project would be subject to the policies and regulations of the Carmel Area Land Use Plan (LUP). Chapter 4 of the LUP contains policies that pertain to Land Use and Development in unincorporated areas near Carmel. Given that the project would involve construction of a single-family residence in an existing residential neighborhood zoned for low-density residential development, the project would be consistent with the sites land use designation. Discussion of consistency with the LUP and it's implementing regulations is present throughout this Initial Study. However the table below lists applicable policies and regulations from the 1982 Monterey County General Plan, the Carmel Area LUP, and the CIP and summarizes the project's consistency with them.

Table 2 Project Consistency with Goals and Polices

Policy/Goal	Project Consistency
1982 Monterey County General Plan	
7.2.1 "Landowners and developers shall be encouraged to preserve the integrity of existing terrain and natural vegetation in visually sensitive areas such as hillsides and ridges."	**Consistent.** The project would require the removal of six native trees within the proposed development footprint of the residence. The project would include planting additional trees and maintaining other existing trees to visually screen the residence from public viewpoints. Therefore, the project would be consistent with this policy.
9.2.1 "Land use practices which could result in siltation and pollution of inland and marine waters	**Consistent.** As described under Construction in Section II.A, Description of Project, project construction would

shall be carefully managed in order to assure a clean and productive habitat."	incorporate best management practices (BMPs) to minimize erosion. BMPs would include maintenance of sediment barriers and silt fences along the perimeter of working areas, and watering of exposed soil for dust control. Additionally, during drilling activities, sediment barriers and silt fences would be maintained along the perimeter of working areas. (Source IX.39) Further, the proposed project would be required to comply with Monterey County Code Chapter 16.12 Erosion Control, which sets forth required provisions for project planning, preparation of erosion control plans, runoff control, land clearing, and winter operations; and establishes procedures for administering those provisions (Source IX.52). Therefore, the project would be consistent with this policy.
12.1.3 "All proposed development, including land divisions, within high sensitivity zones shall require an archaeological field inspection prior to project approval."	**Consistent.** An archaeological reconnaissance report (HCD-Planning File No. LIB201216) was prepared for the project by Patricia Paramoure Archaeological Consulting (PPAC), dated June 4, 2021 (Source: IX.18), as well as a supplemental letter report dated April 5, 2024 (Source IX.22) evaluating the installation of the sewer line along in the access and utilities easement which runs along the subject property and continues south through assessor's parcel numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000.
13.4.2 All new residential dwellings shall be required to meet or exceed the building efficiency standards established by the State of California.	**Consistent.** As discussed further in Section 6, *Energy*, the proposed project would be required to be designed and constructed in full compliance with the California Building Code (CBC), including applicable green building standards and building energy efficiency standards such as CALGreen; CBC, Title 24, Part 11 (Source IX.42), which requires implementation of energy efficient light fixtures and building materials into the design of new construction projects. Therefore, the project would be consistent with this policy.
Carmel Area Land Use Plan	
2.3.3.1 "Development, including vegetation removal, excavation, grading, filling, and the construction of roads and structures, shall be avoided in critical and sensitive habitat areas, riparian corridors, wetlands, sites of known rare and endangered species of plants and animals, rookeries and major roosting and haul-out sites, and other wildlife breeding or nursery areas identified as critical."	**Consistent.** As discussed in section VI.4 Biological Resources, the project site does not contain critical or sensitive habitat. Therefore, the project would be consistent with this policy.
2.3.3.5 "Where private or public development is proposed in documented or expected locations of environmentally sensitive habitats - particularly those habitats identified in General Policy No. I – [*sic*] field surveys by qualified individuals or agency shall be required in order to determine precise locations of the habitat and to recommend	**Consistent.** As discussed in section VI.4 Biological Resources, a biological survey was completed for the proposed project by Regan Biological and Horticultural Consulting (Source IX.14) and no critical or sensitive habitat was identified in the project site. Therefore, the project would be consistent with this policy.

mitigating measures to ensure its protection. This policy applies to the entire segment except the internal portions of Carmel Woods, Hatton Fields, Carmel Point (Night heron site excluded), Odello, Carmel Meadows, and Carmel Riviera. If any habitats are found on the site or within 100 feet from the site, the required survey shall document how the proposed development complies with all the applicable habitat policies."	
2.3.4 Wetlands and Marine Habitats Specific Policy 9. "Development on parcels adjacent to intertidal habitat should be sited and designed to prevent percolation of septic runoff and deposition of sediment."	**Consistent.** No leech fields are included in the project so there would be no percolation of septic runoff, and as discussed in section VI.10, Hydrology and Water Quality, measures would be taken prior to project construction that would reduce potential erosion and sedimentation, including adherence to the County's grading and erosion control ordinances and incorporation of the geologic and geotechnical reports drainage recommendations. (Source: XI.52, 59, and 60)
2.7.4 Geologic Hazards Specific Policy 10. "Revetments, groins, seawalls, or retaining walls, and other such construction that alters natural shoreline processes shall be permitted only where required for the protection of existing development. These structures shall not impede lateral beach access and shall respect, to the greatest degree possible, natural landform and visual appearance. Such facilities shall be designed to eliminate or mitigate adverse impacts on local shoreline supply (e.g. incorporate sand by-pass; import replacement sand) and shall be subject to certification of a coastal engineer or engineering geologist with expertise in coastal processes."	**Consistent.** LUP policy 2.7.3.4 requires that in areas of known hazards, development permits include a special condition requiring the owner to record a deed restriction describing the nature of the hazards, and where appropriate, long term maintenance requirements. As this property is on a bluff subject to coastal erosion, which may worsen with future sea level rise, this condition will be applied to the project. The restriction will acknowledge that the site is subject to coastal hazards, require the owner to assume risks related to injury and damage resulting from such hazards, and include a prohibition of shoreline armoring. The prohibition on armoring will ensure the project is consistent with LUP policy 2.7.4 Geologic Hazards Specific Policy 10.
2.8.2 "Carmel is archaeological resources, including those areas considered to be archaeologically sensitive but not yet surveyed and mapped, shall be maintained and protected for their scientific and cultural heritage values. New land uses, both public and private, should be considered compatible with this objective only where they incorporate all site planning and design features necessary to minimize or avoid impacts to archaeological resources."	**Consistent with Mitigation.** As discussed in section VI.5 Cultural Resources, Mitigation Measure CUL-4 would require that if any unique archaeological resources are identified during construction that re-siting, re-design, or capping the resource in a non-destructive manner would be required, unless they would be infeasible, and the mitigation establishes specific metrics for determining feasibility.
2.8.3.2 "Whenever development is to occur in the coastal zone, the Archaeological Site Survey Office or other appropriate authority shall be contacted to determine whether the property has received an archaeological survey. If not and the parcel are in an area of high archaeological sensitivity, such a survey shall be conducted to determine if an archaeological site exists. The Archaeological Survey should describe the	**Consistent with Mitigation.** An archaeological reconnaissance report (HCD-Planning File No. LIB201216) was prepared for the project by Patricia Paramoure Archaeological Consulting (PPAC), dated June 4, 2021 (Source: IX.18), as well as a supplemental letter report dated April 5, 2024 (Source IX.22) evaluating the installation of the sewer line along in the access and utilities easement which runs along the subject property and continues south through assessor's parcel numbers 241-

sensitivity of the site and recommend appropriate levels of development and mitigation consistent with the site's need for protection."	182-004-000, 241-182-005-000, and 241-182-006-000. Their recommendations incorporated into the project as mitigation measures, as discussed in section VI.5 Cultural Resources.
2.8.3.4 "When developments are proposed for parcels where archaeological or other cultural sites are located, project design shall be required which avoids or substantially minimizes impacts to such cultural sites. To this end, emphasis should be placed on preserving the entire site rather than on excavation of the resource, particularly where the site has potential religious significance."	**Consistent with Mitigation.** As discussed in section VI.5 Cultural Resources, Mitigation Measure CUL-4 would require that if any unique archaeological resources are identified during construction that re-siting, re-design, or capping the resource in a non-destructive manner would be required, unless they would be infeasible, and the mitigation establishes specific metrics for determining feasibility. This mitigation measure emphasizes avoidance over excavation and recovery, in accordance with this policy.
Monterey County Coastal Implementation Plan	
20.146.040.A. This section requires completion of a biological survey for all proposed development and outlines requirements for the qualifications of the biologist and submittal of the survey to the County.	**Consistent.** As discussed in this section, a biological survey was completed for the proposed project by Regan Biological and Horticultural Consulting (Source IX.14) which was reviewed by the County to ensure it conforms with all County requirements. Therefore, the project would be consistent with this regulation.
20.146.050.E.4. "An erosion control plan shall be required for the following types of development: 1. Diking, dredging, filling, and construction activities within shoreline, estuary, and wetland areas; 2. Any development with the potential to create significant erosion and drainage impacts; and \ 3. Any development located in "MDR" (Medium Density Residential) or "VSC" (Visitor-Serving Commercial)" This section outlines requirements for the preparation, contents, and submittal of the erosion control plan.	**Consistent.** The project applicant would be required to prepare an erosion control plan pursuant to County requirements (Source IX.52). The erosion control plan would be informed by the geotechnical studies undertaken for the project, which are discussed in Section VI.7, Geology and Soils. Therefore, the project would be consistent with these regulations.
20.146.060.A. This section requires project applicants to obtain a coastal development permit for the removal of trees and other major vegetation. B. This section requires preparation of a forest management plan when tree removal requiring a coastal development permit is proposed. This section outlines requirements for the preparation, contents, and submittal of the erosion control plan.	**Consistent.** As discussed in section VI.4 Biological Resources, the project applicant would be required to obtain a Coastal Development Permit to allow tree removal. A Forest Management Plan was prepared for the project. Therefore, the project would be consistent with these regulations.
20.140.060.D.3 "Removal of native trees shall be limited to that which is necessary for the proposed development. Prior to the application being considered complete, the development shall be adjusted for siting, location, size, and design as necessary to minimize tree removal."	**Consistent.** As discussed in section VI.4 Biological Resources, the project would require the removal of six native trees, all of which are within the proposed development footprint, and which would not be safe to retain when any development occurs near due to soil disturbance. Other existing trees outside of the development

20.146.060.D.4 "Removal of native trees other than directly necessary for the proposed development shall be limited to that required for the overall health and long-term maintenance of the forest, as verified in the Forest Management Plan."	footprint would remain. Therefore, the project would be consistent with these regulations.
20.146.060.D.6 "Native trees to be removed which are 12 inches or more in diameter when measures at breast height shall be replaced on the parcel. Replacement shall be at a rate of one tree of the same variety for each tree removed, except where demonstrated in the Forest Management Plan or Amended Plan that this would result in an overcrowded, unhealthy forest."	**Consistent.** The project applicant would be required to replace native trees at a 1:1 ratio. Therefore, the project would be consistent with this regulation.
20.146.090.B. This section requires completion of an archaeological assessment for proposed development and outlines the content of the assessment and qualifications of the archaeologist.	**Consistent.** As discussed in section VI.5 Cultural Resources an archaeological reconnaissance report (HCD-Planning File No. LIB201216) was prepared for the project by Patricia Paramoure Archaeological Consulting (PPAC), dated June 4, 2021 (Source: IX.18), as well as a supplemental letter report dated April 5, 2024 (Source IX.22) evaluating the installation of the sewer line along in the access and utilities easement which runs along the subject property and continues south through assessor's parcel numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000.
20.146.090.D.3. "When developments are' proposed for parcels where archaeological or other cultural sites are located, project design shall be required to avoid impacts to such cultural sites (Ref. Policy 2.8.3.5)."	**Consistent with Mitigation.** As discussed in section VI.5 Cultural Resources, Mitigation Measure CUL-4 would require that if any unique archaeological resources are identified during construction that re-siting, re-design, or capping the resource in a non-destructive manner would be required, unless they would be infeasible, and the mitigation establishes specific metrics for determining feasibility.
20.146.090.D.4. This section requires that where construction impacts to cultural resources cannot be avoided, that the archaeological mitigation plan with recommended preservation measures be prepared. 20.146.090.D.5. This section requires that when an archaeological mitigation plan has been prepared for a proposed development, the preservation efforts undertaken either prior to or concurrent with issuance of grading and building permits, as appropriate, and that the results of these preservation efforts be compiled into a final report.	**Consistent with Mitigation.** These coastal implementation plan regulations are incorporated into Mitigation Measure CUL-4, which requires the preparation and execution of an archaeological mitigation plan. The requirement for a final technical report is also included in Mitigation Measure CUL-3.
Sources: IX.7; IX.24; IX.43	

As shown above, the project would be consistent with relevant environmental policies of the 1982 Monterey General Plan, the Carmel Area LUP, and the CIP, as proposed, conditioned, and with the mitigation measures CUL-1 through CUL-4. *Therefore, impacts due to a conflict with a land use plan, policy, or regulation adopted for avoiding or mitigation an environmental effect would be less than significant with mitigation.*

12. MINERAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Source IX.7, 38, and 39)	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Source IX.7, 38, and 39)	☐	☐	☐	☒

Discussion/Conclusion:

See Section IV.A.2. *No Impact.*

13. NOISE Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Source: IX.24, 39, 62)	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels? (Source IX.39)	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Source IX.13)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation:

Noise 13(a) – Less than Significant

Construction

Construction of the proposed project would temporarily increase noise in the vicinity of the site due to the use of heavy equipment, including but not limited to bore/drill rigs, excavators, loaders, large trucks, and machinery typically used during residential construction projects. The 1982 General Plan contains policies related to Noise Hazards in section 22 of the plan (Source IX.24, commencing on pg. 86). These policies relate to land use compatibility and permanent operational noise rather than construction noise. However, construction activities would be required to comply with the Monterey County Noise Ordinance (Source IX.62, Monterey County Code Chapter 10.60). The ordinance applies to "any machine, mechanism, device, or contrivance" within 2,500 feet of any occupied dwelling unit and limits the noise generated to 85 dBA measured 50 feet from the noise source.

The draft construction management plan (Source IX.39) states that construction would occur Monday through Friday between 8:00 a.m. and 4:30 p.m. The County would apply a standard condition of approval requiring that the applicant prepare a construction management plan prior to issuance of grading and building permits, and adhere to it through construction. The construction management plan would require construction hours not to exceed 8:00a.m. to 5:00p.m. Monday through Saturday, with no Sunday or holiday work. This is more permissive than what is included in the current draft construction management plan to account for any changes that may occur should the planning permit be approved, but prior to finalizing grading and building plans and issuance of grading and construction permits.

Because project construction would comply with the provisions in the Monterey County Code and because construction hours would be regulated through the County's construction management plan condition, the temporary noise generated during construction would not conflict with any Monterey County thresholds. *Construction phase impacts would be less than significant.*

Operation

Operation of the single-family residence in low density residential neighborhood would not be anticipated to generate substantial new noise such that the ambient noise level in the project area would increase. The proposed residence would generate noise similar to the existing residences in the project area. *Therefore, the project would not result in a substantial permanent increase in ambient noise, and impacts would be less than significant.*

Noise 13(b) – Less than Significant

Project construction would generate a temporary increase in groundborne vibration levels during the excavation, grading, and drilling phases of project construction. However, it is not anticipated that localized vibration would be excessive, as the project would utilize standard construction equipment typically association with residential construction (Source IX.39), vibration would attenuate in the distance between construction activities and nearby residences. In addition, such effects would be temporary, and limited to a short duration of the construction period. *Construction vibration impacts would be less than significant.*

Single-family residences are not typically associated with groundborne vibration. *Operational impacts would be less than significant.*

Noise 13(c) – No Impact

The nearest airport to the project site is the Monterey Regional Airport, located approximately 7.6 miles to the northeast (Source IX.13). The site is not within two miles of a public or public use airport or within an airport land use plan. Therefore, the proposed project would not expose people or structures to airport noise. *No impact would occur*.

14. POPULATION AND HOUSING **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Source IX.2, 3, and 44)	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (Source IX.2, 3, and 44)	☐	☐	☐	☒

Discussion/Conclusion:

See Section IV.A.3. *No Impact.*

15. PUBLIC SERVICES **Would the project result in:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection? (Source IX.2, 3, 23, and 44)	☐	☐	☐	☒
b) Police protection? (Source IX.2, 3, 23, and 44)	☐	☐	☐	☒
c) Schools? (Source IX.2, 3, 23, and 44)	☐	☐	☐	☒
d) Parks? (Source IX.2, 3, 23, and 44)	☐	☐	☐	☒
e) Other public facilities? (Source IX.2, 3, 23, and 44)	☐	☐	☐	☒

Discussion/Conclusion:

See Section IV.A.4. *No Impact.*

16. RECREATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Source IX.2, 3, 44)	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Source IX.2, 3, 44)	☐	☐	☐	☒

Discussion/Conclusion:

See Section IV.A.5. *No Impact.*

17. TRANSPORTATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? (Source IX.2, 3, 13, and 39)	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? (Source: IX.36, 61)	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Source IX.2, 3, and 39)	☐	☐	☐	☒
d) Result in inadequate emergency access? (Source IX.2, 3, and 39)	☐	☐	☐	☒

Discussion/Conclusion:

Transportation 17(a) – Less than Significant

Regional and local plans and policies addressing the circulation system include the Transportation Agency for Monterey Active Transportation Plan for Monterey County, Monterey County General Plan Circulation Element, and the Association of Monterey Bay Area Governments Metropolitan Transportation Plan and Sustainable Communities Strategy. Access to the project site during construction and operation would be provided via the existing driveway easement that connects to Highway 1. The nearest bus stop is located at the Crossroad Shopping Center 2.8 miles north of the project site (Source IX.13). There are no sidewalks or designated bicycle lanes along Highway 1 near the project site.

Construction traffic would be temporary and limited to the duration of the construction schedule. After construction is complete, the project would not generate substantial amounts of traffic, as the project consists of the operation of one single-family residence. As discussed in Section IV.4, the project is not expected to add substantially to the existing population. (Source IX. 2, 3, and 39) Therefore, the project would not add substantially to existing transportation conditions. Furthermore, in accordance with the County's conditions of approval, the site-specific construction management plan for the project would include measures to minimize traffic impacts during the construction/grading phase of the project.

The minimal level of additional trips generated as a result of the proposed project would not have the potential to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. *Impacts would be less than significant.*

Transportation 17(b) – Less than Significant

The County has not adopted vehicle miles traveled (VMT) thresholds at this time; therefore, thresholds provided in the California Office of Planning and Research's Technical Advisory published December 2018 are appropriate. (Source IX.61) As the proposed project involves the

construction of one single-family residence, operational traffic is not expected to increase substantially. The Technical Advisory provides a screening threshold of 110 trips per day to presume less than significant impacts. The Institute of Transportation Engineers Trip Generation Manual provides a projected trip generation rate of approximately 10 daily trips per single family residence (Source: IX.36). *As the project would result in no substantial increase in vehicle trips during operation, impacts would less than significant.*

Transportation 17(c-d) – No Impact

The proposed project would be reviewed by the Carmel Highlands Fire Protection District to ensure that sufficient emergency access is provided. As discussed under criterion 17(b), it is not anticipated that there would be a substantial increase in operational traffic. (Source IX.2 and 3) No geometric design features or incompatible land uses would be introduced to the project site and local roadway network as a result of the project. The project does not include modifications to the local roadway network that could result in inadequate emergency access. Additionally, the project plans demonstrate that the proposed auto court would provide adequate turnaround space for emergency vehicles to exit the project site via the driveway, and an emergency fire access stairway with a (IX.39). Therefore, the proposed project would neither substantially increase hazards due to a geometric design feature or incompatible use; nor result in inadequate emergency access. *No impact would occur.*

18. TRIBAL CULTURAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or (IX.9, 22, 45, 46, 67, and 73)	☐	☒	☐	☐
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (IX.9, 22, 45, 46, 67, and 73)	☐	☒	☐	☐

Discussion/Conclusion/Mitigation:

CEQA protects Tribal Cultural Resources. CEQA statute (Source IX.67) section 21074 defines Tribal Cultural Resources to include sites, features, cultural landscapes, sacred places, and objects with cultural value to a Native American tribe. As discussed VI.5 of this Initial Study, CEQA statute sections 21083.2.(g) and (h) differentiate between "unique" and "non-unique" archaeological resources. A unique resource is one that has a high probability that it would do any of the following: contain information needed to answer important scientific research questions (and there is a demonstrable public interest in that information), have a special and particular quality such as being the oldest or best available example of its type, or be directly associated with a scientifically recognized important prehistoric or historic event. A non-unique resource is one that doesn't meet any of those criteria. While consideration of non-unique resources is more limited under the Archaeological Resources provisions in the CEQA Statute, section 21074.(c) enumerates that both unique and non-unique archaeological resources may be considered Tribal Cultural Resources.

To ensure these resources are considered during the CEQA process, Assembly Bill (AB) 52 establishes a formal consultation process for California tribes regarding potential tribal cultural resource impacts. Under AB 52, lead agencies are required to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project. Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency. In this case, those tribes that have requested notification of projects in the vicinity of the site are the Ohlone/Costanoan-Esselen Nation (OCEN), KaKoon Ta Ruk Band of Ohlone-Costanoan, and

the The Esselen Tribe of Monterey County. These tribes were notified of the project, and the results of this notification and subsequent consultation meetings, as well as impact analysis and mitigation measures are discussed below.

Tribal Cultural Resources 18(a.i-a.ii) – Less than Significant with Mitigation

Initial Consultation

On March 27, 2023, the following Native American tribal groups were formally notified that the County initiated environmental review of the proposed project and were invited to provide AB 52 consultation (Source IX.45):

- Ohlone/Costanoan-Esselen Nation (OCEN)
- KaKoon Ta Ruk Band of Ohlone-Costanoan
- The Esselen Tribe of Monterey County

The County received responses requesting consultation from the Ohlone/Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County. The County conducted consultation with the Ohlone Costanoan Esselen Nation (OCEN) on July 28, 2023 and the Esselen Tribe of Monterey County, on July 31, 2023. Neither of these consultation meetings consultation identified evidence of any specific tribal cultural resources onsite, and the County did not receive requests for consultation from any other tribes.

The Esselen tribe's request for consultation letter (Source IX.46) included a request for a phase II subsurface archaeological evaluation of the site, preconstruction training regarding tribal cultural resources for all project personnel, and tribal monitoring of all ground disturbance.

Additional Archaeological Investigation and Follow-up

After these consultation meetings the County requested a supplemental archaeological assessment be prepared for the project to address the proposed sewer line running in the existing access and utilities easement through Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000. This report, prepared by Patricia Paramoure Archaeological Consulting April 5, 2024 (Source IX.22) identified that the trench for this sewer line would run through the delineated boundary of the archaeological site P-27-001377 / CA-MNT-1348, a large precontact Native American shell midden measuring approximately 75 by 32 meters. The findings of this assessment and other archaeological reports prepared in the vicinity of the project site are detailed in section VI.5 Cultural Resources of this Initial Study.

In summary the archaeologist conducted archival research and a pedestrian reconnaissance within the easement area and found three fragments of abalone shell, likely evidence of the site within the recorded easement. The archaeologist recommended that both an archaeological and tribal cultural monitor be present for ground earth work and ground disturbing activities in the easement and within 50 feet of the boundary of P-27-001377 / CA-MNT-1348.

Therefore, the County reached out to both tribes that had previously participated in consultation, the Ohlone/Costanoan Esselen Nation (OCEN) and the Esselen Tribe of Monterey County, on May 8, 2024 to see if they had any questions, concerns, or additional input on the project (Source IX.73). A subsequent consultation meeting was conducted with OCEN on May 14, 2024. OCEN sent a follow-up letter in requesting that a tribal monitor be present on excavation, soil disturbing

tests on positive archaeological sites, and removal of oaky trees; reburial of ancestral remains and artifacts; return of cultural items to OCEN rather than placement in a museum or public facility; copies of all archaeological reports/surveys; use of an OCEN affiliated monitor; and a 50 meter buffer surrounding any ancestors remains or cultural disturbances (Source IX.46).

At the OCEN consultation meeting on May 14, 2024, there was also discussion regarding the structure and timing of the archaeological and tribal cultural monitoring mitigation measures. The tribal representative thought it was appropriate given the sensitivity of the area that a tribal monitor be present during all significant ground disturbing activity, however, an archaeological monitor need not always be present.

Impact Analysis and Mitigation

The project site is not associated with a historical landscape, nor are there historical resources on the site. However, the archaeological report prepared for the project identified the potential presence of the midden archaeological site P-27-001377 / CA-MNT-1348 in the existing utility easement where a sewer line proposed to serve the residence would be excavated. The construction of the residence and installation of the sewer line would involve significant grading, excavation, and trenching, which has the potential to impact previously unidentified archaeological resources. Disturbance of an archaeological site associated with Native American tribe would be a potentially significant impact to Tribal Cultural Resources. However in this case the Mitigation Measures CUL-1 through CUL-4 and County standard condition of approval PDSP003(B) (both discussed in section VI.5 Cultural Resources), as well as the tribal cultural monitor Mitigation Measure TR-CUL-1 Tribal Cultural Monitor below, would mitigate impacts to Tribal Cultural Resources to a less than significant level. These mitigations measures and condition all interlock and operate together:

- CUL-1 Cultural Resources Awareness Training would ensure that construction crews doing earthwork on the most archaeologically sensitive areas of the project be trained to identify resources so that work can be halted appropriately if anything is found;
- CUL-2 Archaeological Monitor would require that an archaeological monitor be present during the most archaeologically sensitive areas of the project to stop work and evaluate any finds, and that an on-call archaeologist be available for any activities not actively being monitored by an archaeologist;
- CUL-3 Cultural Resources Stop Work Steps and County standard condition PDP003(B) establish clear procedures on halting work and the required steps if any previously unknown resources or human remains are encountered;
- CUL-4 would require an archaeological mitigation plan be prepared if any resources are identified, as well as considering the input of the tribal cultural monitor in the disposition of any resources; and
- TR-CUL-1 shall require a tribal cultural monitor be present for earth work and ground disturbance.

In summary training, monitoring, and procedures are in place to ensure that any previously unknown resources are identified and evaluated, and if any are found that an archaeological mitigation plan be prepared which prioritizes avoidance resources, and requires consideration of the recommendations of a tribal cultural monitor on the disposition of any resources.

In regard to the recommendations of the Esselen Tribe of Monterey County, the mitigations incorporate the recommendation for Tribal Monitoring of ground disturbance. They also include the recommendation for pre-construction training, however, they do focus this training to the personnel who would be present for the excavation in the most archaeologically sensitive portion of the project (the sewer line trenching and areas near the mapped archaeological resource), as the site of the residence is a 1960's graded cut and fill pad where the sensitivity for the presence of resources is much lower. The County required a supplemental letter report, however did not require additional phase II subsurface investigation in the sewer line trench location for this project. The analysis of this Initial Study considered both the letter report and subsurface testing from a separate phase II report on one of the sites the sewer line would run through, and based on analysis of the content of both reports (Source IX.9 and 22), the incorporated mitigation measures would mitigate any potential impacts to tribal cultural resources to a less than significant level, so further subsurface testing was not determined warranted at this time.

In regard to OCEN's letter, the County provided the tribe with digital copies of all the archaeological reports we reviewed in preparing this Initial Study during the tribal consultation process; no oak trees are being removed and a tribal monitor appointed by the appropriate tribal authority traditionally and culturally affiliated with the site would be present to monitor earthwork for the project; recommendations regarding reburial and the disposition of any artifacts from would be considered should any be uncovered during the course of construction; and CUL-3 incorporated the requirement that a 50 meter (165 feet) stop work buffer be established should any cultural resources be identified in the course of construction.

To conclude, the County considered the recommendations of the tribes who responded to consultation, and due to the archaeologically sensitive nature of the site, mitigation measures are incorporated that would ensure that if any resources are encountered during the construction process that work would be halted so that any resources or remains be evaluated and recommendations to treat them with appropriate dignity be considered. *Therefore, impacts to tribal cultural resources would be less than significant with mitigation incorporated.*

TR-CUL-1 – Tribal Cultural Monitor
A tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the vicinity of the subject site and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately recognized NAHC-recognized representative) shall be on-site and site grading and earth disturbing activity for the project, including rough grading and site preparation, trenching for installation of the sewer running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, any earth disturbing activity within 50 feet of the boundary of P-27-001377 / CA-MNT-1348. The tribal monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features. If resources are discovered, the tribal cultural monitor shall provide recommendations on the disposition of any tribal cultural resources with appropriate dignity.

Implementation Actions:

TR-CUL-1a: Prior to issuance of a grading or building permits, the Applicant/Owner shall submit an executed contract with a tribal cultural monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately NAHC-recognized representative) to HCD-Planning. This Tribal Monitor shall be retained for the duration of earthwork requiring tribal cultural monitoring as detailed in TR-CUL-1b. The monitor shall also be retained on an on-call basis for the duration of construction in the event that any tribal cultural resources are uncovered during construction outside of the monitoring schedule required by Mitigation Monitoring Action TR-CUL-1b.

TR-CUL-1b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates of earth disturbing activity, including when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The tribal monitor required by this mitigation shall review the schedule, identify which activities require tribal monitoring, and submit that information to HCD-Planning. The duration of monitoring is not limited to activity specifically for the sewer line or within 50 feet, and would include rough grading of the site and excavation work for utilities and foundations. Fill of previously graded areas and minor work in previously graded areas such are installation of landscaping in planters need not be monitored.

TR-CUL-1c: During the course of construction, if any archaeological resources are uncovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3 and County Standard Condition PD003(B).

19. UTILITIES AND SERVICE SYSTEMS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? (Refer to section VI.5(b-c) and VI.18(a))	☐	☒	☐	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? (Source IX.50 and 63)	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Source IX.13, 29, 55, 68, 69, 70, and 71)	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (Source IX.2 and 3)	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (Source IX.2 and 3)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation:

Potable Water

This property would receive potable water from Highway 1 Water System No. 12, which has a Coastal Administrative Permit through the County of Monterey (HCD-Planning File No. PLN120263, Source IX.63), a Water Distribution System Permit from the Monterey Peninsula Water management District (MPWMD Permit No. M12-05-L2, Source IX.50), and a small water system permit through the County of Monterey's Environmental Health Bureau (System ID No. 2702809, Source IX.51). This system serves three properties: one with Assessor's Parcel Number 241-182-003-000 (the subject site); one with Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000; and one with 241-182-006-000. The well for the system is located on the property immediately south of the site, the one with Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000. The project would include installation and operation of centralized water treatment for this water system. The water treatment system would be located on Assessor's Parcel Number 241-182-004-000 in the shared access and utilities easement and would include filtration and treatment for iron, manganese, fluoride, and water acidity (Source IX.39). The properties served by Highway 1 Water Distribution system No. 12 are shown in Figure ~~10~~ 15 below.

Sewer
Sewer service would be provided through a mixed "septic tank effluent pumping" (STEP) system, which means that effluent would be conveyed to the municipal sewer system (Carmel Area Wastewater District), while solid waste would be collected in a septic tank, which trucks would need to haul offsite (Source IX.55). There would be no leech fields. The project would install an ejector pump and 2 inch diameter force main sewer line traversing through the neighboring properties in an existing access and utilities easement through Assessor's Parcel Number's 241-182-004-000, 241-182-005-000, and 241-182-006-000 to the private roadway which connects to Highway 1 (Source IX.39).

There it would connect into the private sewer line owned operated by a joint agreement between the property owners establishing the Highland Point Sewer Association, which was installed as part of the coastal development approval PLN120558 (Source IX.68). Each property owner has their own ejector pump, while the Highlands Point Association has responsibility for the private sewer lateral, which presently serves three properties. A fourth site is currently connecting into the system in accordance with County of Monterey coastal permit approval PLN210005 (Source IX.59), which allows demolition and replacement of the residence on Assessor's Parcel Number 241-182-006-000. Each property connected has their own ejector pump for their effluent. The properties that are or would be served by the system are shown in Figure ~~11~~16. After sewer force main for the Highlands Point Association system traverses east under Highway 1 it connects to the Carmel Area Wastewater District (CAWD) municipal sewer system.

The applicant would need to secure permission from the property owners served by the Highlands Point Association to connect into the shared private system, and a sewer connection permit from CAWD for the new service connection (Source IX.55). As part of the coastal development permit approval, the County would apply a condition requiring the applicant provide verification that they have secured ~~this permission and~~ the sewer connection permit prior to issuance of grading or construction permits by County of Monterey HCD-Building Services.

Electrical, Natural Gas, and Solid Waste (garbage)
Electricity would be provided by Central Coast Community Energy (3CE), the regional community choice energy provider, via Pacific Gas and Electric Company (PG&E) infrastructure. Gas would be provided through an underground propane tank (Source IX.39). Solid waste (garbage in this case, to differentiate from sewer solid waste) disposal is provided by ReGen (formerly known as the Monterey Regional Waste Management District).

Stormwater
Stormwater would be captured onsite in a series of catch basins, where it would flow through storm drain lines to dispersion trenches along the western property lines, which allow it to percolate into the ground (Source IX.39)

Figure 15~~13~~ Highway 1 Water Distribution System No. 12 (Sources IX.13 and 68)



Figure ~~14~~16 Highlands Point Sewer Association (Sources IX.13, 39, 68, 69, 70, and 71)



Utilities and Service Systems 19(a) – Less than Significant with Mitigation

The utilities that would serve the project are discussed above, including water, wastewater, electrical service, and natural gas. Of the new infrastructure required to serve the site, only the installation of the new sewer line traversing the neighboring properties on Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000 has the potential to create an environmental impact, as this sewer line runs through the mapped boundary of archaeological resource CA-MNT-1348/P-27-001377. However, as discussed in sections VI.5 Cultural Resources, and VI.18 Tribal Cultural Resources, mitigation measures have been included that would reduce the potential impacts of installing this sewer line to cultural/tribal cultural resources to a less than significant level, including cultural sensitivity training, archaeological and tribal cultural monitoring, stop work provisions in case previously unanticipated resources and uncovered, and the requirement for preparation and execution of an Archaeological Mitigation Plan in case any resources are identified in the course of construction. *Therefore environmental impacts resulting from the construction of new infrastructure facilities to serve the project would be less than significant with mitigation.*

Utilities and Service Systems 19(b) – Less than Significant

As previously discussed in section VI.10(b) Hydrology and Water Quality, the capacity of the well serving Highway 1 Water Distribution System No. 12 was evaluated in the technical analyses prepared for Coastal Administrative Permit permitting the system (Source IX.63) and determined adequate for a three connection small water system; and the estimated water usage for the project would be below the annual production limitations imposed by the Monterey Peninsula Water Management District water distribution system Permit No. M12-05-L2 (Source IX..50). *As the capacity of the well to serve a three connection water system was previously analyzed and determined adequate in the discretionary entitlement for that system, and the project would be within the production limitations established for the system, project impacts relative to the availability of water supplies would be less than significant.*

Utilities and Service Systems 19(c) – Less than Significant

This neighborhood has thirteen properties, three of which are undeveloped. The other ten have single-family residences. Four of these ten properties are either served by municipal sewer or in the process of connecting (Sources IX.13, 39, 68, 69, 70, and 71). This municipal service is for effluent only, all the properties which have sewer service in the neighborhood have a similar system to what is proposed for the residence, with a sewer line for effluent and a septic tank for solid waste (Source IX.55). The other six developed properties are served by onsite wastewater treatment systems, but are annexed into the Carmel Area Wastewater District (CAWD) service area (Source IX.72), so may propose to connect to both the Highlands Point Association private lateral and CAWD for effluent treatment in the future. Each connected property has their own onsite ejector pump, which connects to the private sewer lateral operated by the Highlands Point Association, a two inch diameter force main which runs underneath the shared private access driveway in the neighborhood. After the line east under Highway 1 it enters the Carmel Area Wastewater District (CAWD) sewer system (Source IX.39).

Gary Weigand, P.E., Principal Engineer of Utility Services prepared a letter analyzing the capacity of the private lateral to accept new connections (Source IX.30). Estimating that each residence would generate a maximum of 300 gallons per day of effluent, and ten residences

connected (as of now there are only four connected/in the process of connecting and the project would add a fifth), the total quantity of effluent generated 3,000 gallons per day. The capacity of the pump installed at the neighboring residence (Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000) was calculated to be approximately 32 gallons per minute, and would be able to convey all generated effluent in around 10 minutes. At this rate, should all ten houses be added to the system all effluent in the private sewer lateral could be conveyed in 100 minutes or a little less than two hours. Therefore, the engineer concluded that the Highlands Point Association force main has the capacity to accept the effluent from 10 residences.

CAWD has also issued a can and will serve letter for the project (Source IX.39), and would require a sewer connection permit prior to issuance of grading and construction permits for the residence (Source IX.55). The County would incorporate a condition of approval to the coastal development permit for the project requiring that prior to issuance of grading and construction permits by HCD-Building Services, the applicant demonstrate that they have ~~both permission from the properties served by the Highlands Point Association to connect to the private lateral, and that they have the~~ a sewer connection permit from CAWD.

The project would add effluent of one single-family residence to the existing sewer infrastructure. However, the private lateral the project would connect to has capacity to accept this effluent, and CAWD has provided a letter stating they can and will serve the project. Additionally, both permission from ~~the Highlands Point Association and securing a sewer connection permit from~~ CAWD would required prior to issuance of grading and construction permits for the residence. *Therefore, impacts relative to sewer capacity would be less than significant.*

Utilities and Service Systems 19(d and e) – No Impact

The minimal amount of construction waste produced would not affect the permitted landfill capacity. Operation of the project would not result in the substantial increase of solid waste production as the project would not result in a substantial population increase. (Source IX.2 and 3) Therefore, the proposed project would not generate solid waste in excess of the capacity of local infrastructure, otherwise impair the attainment of solid waste reduction goals, or conflict with federal, state, and local management of solid waste. *There would be no impact.*

20. WILDFIRE **If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan? (Source: IX.27, 39, 53)	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (Source: IX.33, 34, and 58)	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (Source IX.39)	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (Source IX.7, 39, 52, 59, and 60)	☐	☐	☒	☐

Discussion/Conclusion:

The project site is located within a Very High Fire Hazard Severity Zone (VHFHSZ) in an area designated as a State Responsibility Area by CAL FIRE (Source: IX.28).

Wildfire 20(a) – Less than Significant

As discussed in Section VI.9, under threshold 9(f), the Monterey County Emergency Operations Plan contains response and recovery protocols for several types of natural, technical, and human-caused emergencies that may occur in the county. The Emergency Operations Plan identifies Highway 1 as a major evacuation route throughout the county (Source: IX.27). The project would not require lane closures on Highway 1. The draft construction management plan does include using the shoulder of Highway 1 in for vehicle staging, however, this would require an encroachment permit with Caltrans District 5 which would ensure that construction does not impede use of the highway (Source IX.39, 53). In operation, the project would not interfere with access to Highway 1 and would not substantially impair the County's and/or the Carmel Highlands Fire Protection District's ability to implement the Emergency Operations Plan. *Therefore, the project would not substantially impair an adopted emergency response plan or emergency evacuation plan, and impacts would be less than significant.*

Wildfire 20(b) – Less than Significant

The project could expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire due to the fire-prone landscape in which the project site is located. However, due slope, prevailing winds, and other factors, the project would not exacerbate existing wildfire risks.

The project site slopes steeply downward from Highway 1 on the east to the Pacific Ocean on the west. According to guidance provided by CAL FIRE, sloping land increases susceptibility to wildfire because fire typically burns faster up steep slopes (Source: IX.33). Additionally, the prevailing wind direction in the project area is west to east (Source: IX.34). Therefore, due to slope and prevailing wind, fires originating upslope of the project would likely travel east to west and away from the project site. Wildfires would not originate downslope of the project site as the project site is bordered by the Pacific Ocean.

During construction, the project would involve the use of construction equipment which may produce sparks, that could ignite on-site vegetation. The project would be required to comply with regulations related to construction equipment and fire suppressants, including but not limited to California Public Resources Code Section 4442 (Source IX.58), which requires spark arrestors on potentially-spark inducing equipment.

Due to slope and prevailing winds, the project site's potential to expose occupants to wildfire is low. Additionally, compliance with regulationspertaining to construction equipment spark arrestors and fire suppressants would minimize the risk of wildfire ignition during project construction. Therefore, the project would not exacerbate existing wildfire risk and would not substantially increase the risk of exposing project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. *Impacts would be less than significant.*

Wildfire 20(c) – Less than Significant

The project would not involve installation of new roads, fuel breaks, or emergency water sources. The project would involve the construction of new utility connections, including power, water, and wastewater connections (Source IX.39). The proposed single-family residence would connect to existing underground utility systems, none of which would substantially increase existing fire risk associated with. *Therefore impacts would be less than significant.*

Wildfire 20(d) – Less than Significant

As discussed in section VI.7, Geology and Soils subsection 7(a.ii-iv, b, c), compliance with the with incorporation conditions required by the LUP and and the County's standard grading, erosion control, and building permitting requirements would reduce the risk of landslides to a less than significant level (Source IX.7, 52, 59, 60). Additionally, as discussed in Section VI.10, Hydrology and Water Quality, the project would not result in substantial changes to stormwater runoff and drainage patterns (Source IX.39). As stated above under subsection VI.20(b), the risk of wildfire at the project site is low. Therefore, the project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. *Impacts would be less than significant.*

VII. MANDATORY FINDINGS OF SIGNIFICANCE

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) (Source: IX.37)	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion/Conclusion/Mitigation:

Mandatory Findings of Significance (a) – Less than Significant with Mitigation

As discussed in this Initial Study, the proposed project involves construction of a single-family residence on a vacant site that does not provide substantial habitat for wildlife. The project would not cause a fish or wildlife population to drop below self-sustaining levels, eliminate a plant or animal community, or restrict the range of plant or animal species. In addition, with compliance with County standard condition of approval regarding pre-construction nesting bird surveys, potential impacts to raptor and migratory bird species would be less than significant. As described in Sections VI.5 and VI.18, there are no historic resources or cultural landscapes on the site. However, while there are no known resources in the project area, the project is within the boundary of the midden site CA-MNT-1348 and in a highly sensitive archaeological area. The exact location of this resource wan not identified in the archaeological assessments prepared for the area, and ground disturbance could impact previously unknown archaeological resources. Therefore, mitigation measures CUL-1 through CUL-4 and TR-CUL-1, which establish cultural resource sensitivity training, archaeological and tribal cultural monitoring requirements, and stop work procedures are required to ensure that the project would not eliminate any important examples of California historic or pre-history. Therefore, i*mpacts would be less than significant with mitigation incorporated.*

Mandatory Findings of Significance (b) – Less than Significant with Mitigation

As described in the discussion of environmental checklist Sections 1 through 20, with respect to all environmental issues, the proposed project would not result in significant and unmitigable

impacts to the environment. All anticipated impacts associated with project construction and operation would be either no impact, less than significant, or less than significant with mitigation incorporated. This is largely due to the fact that project construction activities would be temporary, and project operational activities would not result in substantial effects to the environment.

Cumulatively considerable impacts could occur if the construction of other projects occurs at the same time as the proposed project and in the same vicinity, such that the effects of similar impacts of multiple projects combine to expose adjacent sensitive receptors to greater levels of impact than would occur under the proposed project. For example, if the construction of other projects in the area occurs at the same time as construction of the proposed project, potential impacts associated with noise and traffic to residents in the project area may be more substantial. There is one planned residential development project located approximately 400 feet south of the project site; this project was approved in 2021, but the project applicant has not yet obtained a construction permit (Source: IX.37). Project construction could overlap with construction of this nearby project and other potential future development in the area. All projects would be required to adhere to the County's standard conditions of approval and construction hours limitations, which would result in less than significant cumulative noise impacts.

The proposed project would not create indirect population growth and would not contribute to cumulative impacts related to population growth, such as impacts to public services, recreation, and population and housing. Impacts related to cultural resources, geology and soils, hazards and hazardous materials, land use and planning, mineral resources, and tribal cultural resources are generally limited to the project site and would not contribute to cumulative impacts associated with existing and future developments. In addition, air quality and GHG impacts are cumulative by nature, and as discussed in Section VI.3, Air Quality, and Section VI.8, Greenhouse Gas Emissions, the project would not generate substantial air pollutant emissions or GHG emissions; therefore, it would not contribute to the existing significant cumulative air quality impacts related to the NCCAB's nonattainment status for ozone and PM_{10} or the existing significant cumulative climate change impact. Furthermore, the project's operational impacts to resources such as aesthetics, agriculture and forestry resources, biological resources, hydrology and water quality, noise, transportation, and utilities and service systems would be minimal and would not have the potential to constitute a cumulatively considerable contribution to cumulative impacts that may occur due to existing and future development in the region. Therefore, the proposed project would not result in a cumulatively considerable contribution to a significant impact. *Impacts would be less than significant.*

Mandatory Findings of Significance (c) – Less than Significant

In general, impacts to human beings are associated with such issues as air quality, hazards and hazardous materials, noise, and wildfire impacts. The project would have no impact or result in a less than significant impact in air quality, noise, and transportation as discussed in the Initial Study. As discussed in Section VI.3, Air Quality, the project would not result in a cumulatively considerable net increase in the emission of criteria pollutants and would not expose sensitive receptors to substantial pollutant concentrations. As discussed in Section VI.9, Hazards and Hazardous Materials, the project would not create a significant hazard to the public or the environment associated with hazardous materials and would not be located on a site listed as a

hazardous materials site. As discussed in Section VI.13, Noise, the project would not generate noise that exceeds the County's noise thresholds. Finally, as discussed in Section VI.20, Wildfire, the project would not result in significant risks related to wildfire due to slope, prevailing winds, and other factors. *Therefore, impacts to human beings would be less than significant.*

VIII. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ENVIRONMENTAL DOCUMENT FEES

Assessment of Fee:

The State Legislature, through the enactment of Senate Bill (SB) 1535, revoked the authority of lead agencies to determine that a project subject to CEQA review had a "de minimis" (minimal) effect on fish and wildlife resources under the jurisdiction of the California Department of Fish and Wildlife. Projects that were determined to have a "de minimis" effect were exempt from payment of the filing fees.

SB 1535 has eliminated the provision for a determination of "de minimis" effect by the lead agency; consequently, all land development projects that are subject to environmental review are now subject to the filing fees, unless the California Department of Fish and Wildlife determines that the project will have no effect on fish and wildlife resources.

To be considered for determination of "no effect" on fish and wildlife resources, development applicants must submit a form requesting such determination to the California Department of Fish and Wildlife. A No Effect Determination form may be obtained by contacting the Department by telephone at (916) 653-4875 or through the Department's website at www.wildlife.ca.gov.

Conclusion: The project will be required to pay the fee.

Evidence: Based on the record as a whole as embodied in the HCD-Planning files pertaining to PLN210061 and the attached Initial Study/Proposed Mitigated Negative Declaration.

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74. Guy R. Giraudo. September 20, 2024. Erosion Letter.

75. Patricia Paramoure, M.A., RPA. September 4, 2024. Letter Addressing Subsurface Testing.

~~**73.**~~**76.** Breylen Ammen, California Coastal Commission staff. October 24, 2022. Email correspondence.

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Attachment D

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NOTICE OF APPEAL

Monterey County Code
Title 19 (Subdivisions)
Title 20 (Zoning)
Title 21 (Zoning)

RECEIVED
MONTEREY COUNTY
JUN - 9 2025
CLERK OF THE BOARD
DEPUTY
VICENTE RAMIREZ

No appeal will be accepted until written notice of the decision has been given. If you wish to file an appeal, you must do so on or before June 9, 2025 (10 days after written notice of the decision has been mailed to the applicant).

Date of decision: May 28, 2025

1. Appellant Name: 230 Highway 1 Carmel LLC
   c/o Rutan & Tucker, LLP
   Address: 455 Market Street, Suite 1400, San Francisco, CA 94105
   Telephone: (650) 798-5669

2. Indicate your interest in the decision by placing a check mark below:

   Applicant _____

   Neighbor XX

   Other (please state) _____

3. If you are not the applicant, please give the applicant's name:

   Hal W. Johnson, Jr. and Allison H. Johnson

4. Fill in the file number of the application that is the subject of this appeal below:

	Type of Application	Area
a)	Planning Commission: PLN 210061	
b)	Zoning Administrator: PLN _____	
c)	Administrative Permit: PLN _____	

Notice of Appeal

5. What is the nature of your appeal?

   a) Are you appealing the approval or denial of an application? Approval

cc: Original to Clerk to the Board; HCD Planning
Revised 5-7-2024

b) If you are appealing one or more conditions of approval, list the condition number and state the condition(s) you are appealing. (Attach extra sheet if necessary)

The appeal is of the entire approval,

6. Place a check mark beside the reason(s) for your appeal:

There was a lack of fair or impartial hearing __XX__
The findings or decision or conditions are not supported by the evidence __XX__
The decision was contrary to law __XX__

7. Give a brief and specific statement in support of each of the reasons for your appeal checked above. The Board of Supervisors will not accept an application for an appeal that is stated in generalities, legal or otherwise. If you are appealing specific conditions, you must list the number of each condition and the basis for your appeal. (Attach extra sheets if necessary)

The project does not conform with key provisions of the Carmel Area Land Use Plan and Monterey County Coastal Implementation Plan pertaining to (1) restriction on developments on slopes exceeding 30 percent-the project involves approximately 3,095 square feet of development on slopes exceeding 30 percent, (2) retention of existing trees and native vegetation to the maximum extent possible—the project results in the removal of four protected trees (three Monterey Cypress and one Monterey Pine), and (3) prohibition on development being visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn. Additionally, there is a fair argument of significant environmental impacts related to these and other environmental resources requiring an environmental impact report pursuant to the California Environmental Quality Act (CEQA). The Planning Commission approved the project without approving requisite variances or making the findings needed to approve such variances.

8. As part of the application approval or denial process, findings were made by the decision-making body (Planning Commission, Zoning Administrator, or Chief of Planning). In order to file a valid appeal, you must give specific reasons why you disagree with the findings made. (Attach extra sheets if necessary)

The findings for approval are: not supported by substantial evidence; conflict with the LUP, CIP, and County Code; and violate CEQA and the State Planning & Zoning Law. Additional details concerning the invalidity of the findings and the Planning Commission's approval of the project can be found in the August 14, 2024 and May 27, 2025 letters attached hereto and incorporated herein by reference.

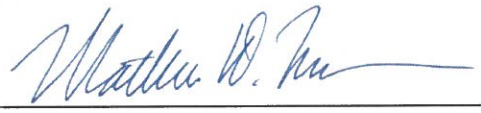
9. You must pay the required filing fee of $3,716.10 (make check payable to "County of Monterey") at the time you file your appeal. (Please note that appeals of projects in the Coastal Zone are not subject to the filing fee.)

N/A

10. Your appeal is accepted when the Clerk to the Board accepts the appeal as complete and receives the required filing fee. Once the appeal has been accepted, the Clerk to the Board will set a date for the public hearing on the appeal before the Board of Supervisors.

N/A

The appeal and applicable filing fee must be delivered to the Clerk to the Board by the deadline. A mailed copy of the appeal and filing fee will be accepted only if it is received by Clerk of the Board by the deadline. The appeal and applicable filing fee should be mailed to PO Box 1728, Salinas CA 93902. A facsimile copy of the appeal will be accepted only if the hard copy of the appeal and applicable filing fee are mailed and received by Clerk of the Board by the deadline.

APPELLANT SIGNATURE  Date: June 5, 2025

RECEIVED SIGNATURE _____ Date: _____

cc: Original to Clerk to the Board; HCD Planning
Revised 5-7-2024

RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

August 12, 2024

VIA EMAIL [CEQAcomments@countyofmonterey.gov; AngeloP@countyofmonterey.gov]

County of Monterey
Housing & Community Development
Attn: Philip Angelo
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061

Dear Mr. Angelo:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to provide comments on the Mitigated Negative Declaration ("MND") prepared by the County of Monterey ("County") for the proposed residential development at 226 Highway 1 (the "Project"). As you know, the Project is proposed to be developed within a key coastal viewshed a mere few feet from a steeply sloped costal cliff.[1] Similar to the concerns previously raised by Coastal Commission Staff, Owner has serious concerns with the Project's environmental impacts and conflicts with key Coastal Act policies pertaining to geological hazards and visual resources. In order to conform with these policies and avoid significant environmental impacts, the Project, at minimum, needs to be re-sited within and landward (not seaward) of the geologically feasible building envelope. We urge the County to address these serious concerns prior to proceeding with further consideration of the Project.

1. Background

Hal and Allison Johnson, the owners of an approximately 0.63 acre parcel of land located at 226 Highway 1, Assessor's Parcel No. 241-182-003-000 (the "Property"), have submitted an application to the County of Monterey ("County") for a combined development permit to develop the Property with a nearly 5,000 square foot single family residence and associated site improvements. The Property is located within the Coastal Zone, immediately east of the Pacific Ocean and south of a vista point off of Highway 1.

[1] Figure 5 (Project Elevation Profile) of the MND shows how the majority of the Project extends beyond the geologic setback line, protruding over the steep coastal cliff face. A copy of this figure is attached hereto as Exhibit A.

The Project requires a coastal development permit ("CDP") to allow: (1) development within 50 feet of a steep coastal bluff (with slopes exceeding 200%); (2) 6,758 square feet of development on slopes in excess of 30%; (3) removal of 6 trees, including 5 Monterey Cypress (4 of which are landmark trees), and 1 Monterey Pine;[2] and (4) development within 750 feet of known archaeological resources. All of these approvals would be appealable to the California Coastal Commission. (MND, p. 13.)

Further, the Project requires variances from required setbacks, specifically for the front setback parallel to Highway 1 from 30 feet to 20 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet. The variances are needed to construct a 21 foot tall faux rock retaining wall and emergency fire access stairway in the southeast corner of the site.[3] The retaining wall is taller in height than the height of the proposed Project home measured from grade.

Grading of the Project site would involve excavation of approximately 2,305 cubic yards of cut soil and approximately 355 cubic yards of fill, with approximately 1,950 cubic yards hauled off-site for disposal. The proposed construction management plan relies on construction vehicle staging on the shoulder of Highway 1, which would require an encroachment permit from Caltrans.

Access to the Property would be provided from a private drive off of Highway 1 and through a currently unimproved access easement over Owner's property and immediately adjacent to their home. This access easement is unimproved, consisting of dirt and grass. (*See* photos attached hereto as Exhibit B.)

Water service would be provided from the Highway 1 Water Distribution System No. 12, an existing system designed to serve the Property, Owner's property, and a third property immediately south of Owner's property. The Project applicant would be responsible for obtaining permits for upgrading the existing water treatment system.

Sewer service would be provided through a mixed system. Sewer solid waste would be collected in a septic tank on the Property and disposed of by truck. For effluent disposal, the Project would install an ejector pump and 2 inch diameter force main sewer line traveling through the access easement to a private sewer line owned by the Highland Point Sewer Association, which connects to the Carmel Area Wastewater District ("CAWD") water system. The MND states that the Project applicant will need to secure permission from the property owners served by the Highlands Point Association, including Owner, to connect into the shared

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[2] In addition, an Acacia tree is proposed for removal.

[3] The MND does not appear to consider the impacts of excavation needed for the installation of this wall on the adjacent Highway 1 right-of-way.

private system, and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

2. The Project should be revised to conform with key policies concerning geological hazards and re-sited to be located within and landward (NOT seaward) of the geologically feasible building envelope.

The Project conflicts with multiple policies of the Carmel Area Land Use Plan ("LUP") and the Monterey County Coastal Implementation Plan ("CIP") pertaining to geologic hazards that were adopted for the purpose of avoiding or mitigating significant environmental effects.[4]

LUP Section 2.7.4.1 states that "[a]ll development shall be sited and designed to conform to site topography and minimize grading and other site preparation activities." To ensure protection of the Carmel area's scenic resources, buildings located on slopes shall be sufficiently set back from the frontal face. (CIP § 20.146.030.C.1.) In general, development shall not be located on slopes of 30 percent or greater.[5] (*Id.*; LUP § 2.2.4.10.a.) CIP Section 20.146.120.A.6 likewise requires that all parts of a parcel with slopes of 30 percent and greater shall be required to be placed in a scenic easement.

Further, all development must be "sited and designed to minimize risk from geologic, flood, or fire hazards," and "areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development." (LUP § 2.7.3.1; *accord*, CIP § 20.146.080.) For any development proposed in high hazard areas, an environmental or geotechnical report shall be prepared demonstrating compliance with specified policies and associated mitigation measures. (LUP § 2.7.4.3; CIP § 20.146.080.)

Revetments, seawalls, retaining walls and other such construction that alters natural shoreline processes "shall be permitted only where required for the protection of existing development" and "shall respect, to the greatest degree possible, natural landform and visual appearance." (LUP § 2.7.4.10 [emphasis added].)

The MND states the reported "geological concerns" for the site as slope instability, long-term coastal erosion, and seismic shaking. (MND, p. 55.) The MND does not identify this as an impact, as required by CEQA. (*See, e.g.*, Pub. Res. Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) And the MND fails to impose any mitigation of this impact, as also required

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[4] Together the LUP and CIP comprise the County's Local Coastal Program ("LCP"). All coastal development permits must be consistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

[5] An exception can be granted but only if there is no alternative which would allow development to occur on slopes of less than 30 percent or the proposed development better achieves the resource protection objectives and policies of the LCP. (CIP § 20.146.030.C.1.a.)

by CEQA. (*Id.*) Indicating that a condition will be imposed to comply with the recommendation of the geotechnical report is not the same as imposing a binding and enforceable CEQA mitigation measure. The same comments about the failure to identify impacts and mitigation apply to the analysis of ground shaking on MND page 56, the analysis of bluff erosion on MND pages 57 to 58, the analysis of landslides on MND page 60, the analysis of drainage on MND pages 60 to 61, and the analysis of paleontological resources on MND page 61.

In regard to coastal bluff erosion, the MND cites to figures showing the geologically feasible envelope.[6] While some of the proposed Project is within this envelope, "much of the residence is seaward of it." (MND, p. 57.) Instead of moving the Project to landward of the geologically feasible envelope, the MND cites to the geotechnical report's recommendation to install a micro-pile foundation below the 100-year anticipated bluff profile. (MND, p. 57.) Although clearly needed to mitigate a significant environmental impact to bluff erosion, the MND does not identify an impact or require that this recommendation be adhered to as an enforceable mitigation measure. The MND fails to comply with CEQA in this regard. (CEQA Guidelines § 15070 [agency can rely on MND only if mitigation measures are imposed that would mitigate significant environmental impacts to the point where no significant environmental impacts would occur]; Public Resources Code §21064.5 [same].)

While not included in the MND, the Project grading plans show the estimated position of the 100 year blufftop. (See Exhibit C.) It runs through most of the Project home. And this projection does not appear to be based on conservative sea level rise projections, but rather aerial photographs of the site dating back to 1929. (MND, p. 57). The applicant will not be able to armor the bluff to protect the development, because it is new and not "existing development." (LUP § 2.7.4.10.) So the County is taking the extreme measure of incorporating a condition requiring that development be re-evaluated and removed if/when it becomes threatened by coastal hazards, such as bluff erosion. (MND, p. 58.)

This is a dangerous and risk-prone development that is not being designed to reflect the highly-constrained nature of the site. In its comments on the Project application, Coastal Commission Staff states that the Project is proposed "adjacent to a steep descending coastal bluff in a high erosion hazard area" with the western footprint of the building appearing to be within five feet of the top of the bluff edge on highly erodible soil. (*See* October 21, 2021 email from Alexandra McCoy to Philip Angelo.) Commission Staff recommends moving the Project away from the bluff and towards Highway 1 as much as possible in order to minimize impacts from coastal hazards and states that the lower level should be reduced in order to provide a stair-stepped foundation that would require less grading. (*Id.*) County Staff too advised the applicant to move the Project "as far away as possible" from the bluff edge and closer to Highway 1. (See October 21, 2021 letter from Philip Angelo to Carla Hashimoto.)

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[6] The cross-references to the figures on page 57 of the MND are not accurate. The same comment applies to the figures cited on page 89 of the MND.

The building footprint could easily be shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff. This redesign would have the benefit of avoiding removal of protected Monterey Cypress and other trees.

The MND states that there are no indications of previous landslides in the area. (MND, p. 60.) That is not accurate. A significant slide occurred just south and west of the Project site at 255 Highway 1. (*See* photos attached hereto as Exhibit D.) Coastal Planner Breylen Ammen referenced this slide in her October 24, 2022 email to County Staff, noting that "[r]ecently a landslide occurred on [an] adjacent lot after unpermitted tree removal."

Further, the MND does not analyze the feasibility of soils for the sewer tank. Instead, it assumes the soils would be suitable since there is no indication that they would not be. (MND, p. 61.) Section 20.146.050.E.3.c prohibits new on-site waste disposal systems on slopes exceeding 30 percent. The MND should have included an analysis of this key Project component, including how it conforms to the above-referenced policy, but did not. (*Cf. Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [environmental impact report required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

3. The Project Description fails to describe or analyze key Project components.

CEQA forbids piecemeal review of the significant environmental impacts of a project. (*Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344, 1358.) Rather, CEQA mandates that "environmental considerations do not become submerged by chopping a large project into many little ones—each with a minimal potential impact on the environment—which cumulatively may have disastrous consequences." (*Bozung v. Local Agency Formation Commission* (1975) 13 Cal.3d 263, 283-284.) "Improper piecemealing occurs when the purpose of the reviewed project is to be the first step toward future development or when the reviewed project legally compels or practically presumes completion of another project." (*East Sacramento Partnerships for a Livable City v. City of Sacramento* (2016) 5 Cal.App.5th 281, 293.)

In light of the prohibition on piecemealing, the CEQA Guidelines define "project" broadly as the "whole of an action" which has a potential for resulting in a physical change in the environment. (CEQA Guidelines § 15378(a); *see also* MND, p. 20 [noting that the MND "must take into account the whole action involved, including offsite as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts."]) Courts have construed this to mean that an environmental impact report ("EIR") or MND must examine all relevant parts of a project, including future expansion or later phases of a project that will foreseeably result from project approval. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376 [EIR that analyzed only partial

occupancy of a building by a university lab was invalid for failing to analyze the reasonably foreseeable occupancy of the entire building by the lab].)

It is well settled that a CEQA document must examine the impacts of utilities and other infrastructure that will be constructed to serve the Project. In *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, the court struck down an environmental impact report that did not include an analysis of the construction of sewer lines and expansion of a wastewater treatment plant designed to serve the project. In *Santiago County Water District v. County of Orange* (1981) 118 Cal.App.3d 818, an EIR for a sand and gravel mine was found to be inadequate for failing to describe or analyze the construction of water pipelines that would be needed for mining operations. In *Tuolumne County Citizens for Responsible Growth, Inc. v. City of Sonora* (2007) 155 Cal.App.4th 1214, the court ruled that a proposed home improvement center and the realignment of a road were part of a single project because the home improvement center could not be completed and opened without the realigned road.

Here, the MND fails to consider the impacts of necessary roadway, storm drain, and water treatment system improvements. These necessary infrastructure components of the Project cannot be segmented from the Project. Instead, they must be included in the CEQA review for the Project, but were not.

The MND omits any discussion whatsoever of the necessary roadway improvements that will be needed to access the Property. The Property is currently served by an unimproved dirt and grass road. (*See* photos attached hereto as Exhibit B.) A dirt road is not adequate to serve the Property, including emergency vehicles, fire trucks, and service trucks for the septic tank. (*See* CIP § 20.146.120.A.1.c [new development is permitted only if access roads are constructed to "meet minimum County standards"].) There is no discussion or consideration whatsoever of the necessary roadway improvements and associated infrastructure (e.g., retaining walls) that would be needed to safely access the Property. Likewise, there has been no evaluation or discussion of the potential impacts of the Project's roadway improvements on critical infrastructure supporting Owner's property, including a retaining wall anchored with soil nails. This major omission alone prevents the MND from serving its purpose of informing the County and the public of the environmental impacts of the Project.

The MND also fails to describe and analyze the Project's stormwater system. Controlling drainage is necessary to prevent erosion, which impacts bluff stability. (MND, p. 60.) Yet, this critical issue is being deferred to the post-entitlement phase where it will be reviewed in connection with "ministerial review of grading and building permits." (MND, p. 61.) Omission of this key Project component fails to comply with CEQA. It also fails to comply with CIP Section 20.146.050.E.4.b which requires that an Erosion Control Plan be submitted and approved by the Planning Department prior to the application being deemed complete.

The Project includes significant improvements to a centralized water treatment system. (MND, p. 88.) The water treatment system would include filtration and treatment for iron, manganese, fluoride, and water acidity. (*Id.*) While described in the Utilities and Service Systems section of the MND, the impacts of this off-site Project component are not analyzed anywhere in the MND.

For the reasons stated above, the MND likewise does not provide an accurate, stable, and finite project description, as required by CEQA in order to analyze a project's environmental impacts. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193; *San Joaquin Raptor/Wildlife Rescue Ctr. v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 730; *Sierra Club v. City of Orange* (2008) 163 Cal.App.4th 523, 533. Additionally, an environmental document's project description, and the accompanying analysis, must be consistent throughout the document. If the project description is inconsistent, these shifts prevent the CEQA document from serving as a vehicle for intelligent public participation in the decision-making process. (*San Joaquin Raptor Rescue Ctr. v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 80; *Citizens for a Sustainable Treasure Island v. City & County of San Francisco* (2014) 227 Cal.App.4th 1036, 1052.)

In addition to failing to incorporate key utility infrastructure into the project description, the MND is inconsistent with respect to the Project construction schedule. On page 9, the construction period is 24 months, but on the next page it is described as 12 months. It is unclear what period of time was actually assumed and used in the environmental analysis.

4. An EIR must be prepared due to a fair argument of significant environmental impacts.

An agency must prepare an EIR and cannot legally rely on an MND if there is a fair argument that the Project may result in significant environmental impacts. (Public Resource Code § 21151; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75; *Friends of "B" Street v. City of Hayward* (1980) 106 Cal.App.3d 988, 1002.) Here, there is a fair argument that the Project may result in significant impacts to multiple environmental resources. As such, an EIR must be prepared before the County can legally consider and act on the Project. An EIR is particularly warranted because the Project conflicts with multiple policies of the LUP and CIP that were adopted for the purpose of avoiding or mitigating significant environmental effects.

a. Aesthetics

The Property is situated within the Highway 1 Viewshed and directly visible from a popular pull-out lookout to the north of the site. (*See* LUP, Map A-Carmel Area Local Coastal

Program General Viewshed.)[7] All development within this viewshed "must harmonize [with] and be clearly subordinate to the natural scenic character of the area." (LUP §§ 2.2.2, 2.2.3.3, 2.2.3.4, 2.2.3.6; CIP § 20.146.030.C.1 and C.4.) Existing visual access from scenic viewing corridors and major public view points "shall be permanently protected" for visitors and residents alike. (CIP § 20.146.130.E.5.e; *see also* LUP § 5.3.3.4.c [specifying that structures and landscaping placed on land on the west side of Highway 1 "shall be sited and designed to retain public views of the shoreline from Highway 1 and roads seaward of the Highway."].)

Specifically, new development "within the public viewshed shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible." (CIP § 20.146.030.C.4 [emphasis added]; *accord*, LUP § 2.2.3.3.) CIP Section 20.146.120.A.1 further specifies that new development south of the Carmel River shall be permitted only if various criteria can be "fully met," including that the structure is located outside the public viewshed.

Additionally, structures must be located and designed to minimize tree removal and grading for the building site and access road. (LUP § 2.2.3.7.) LUP Section 2.2.4.10.e states that "[e]xisting trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] [emphasis added].)

Modification of plans, including siting, shall be required to comply with the above visual policies. (LUP § 2.2.3.6.) "The height and bulk of buildings shall be modified as necessary to protect the viewshed." (CIP § 20.146.030.C.1.)

The MND acknowledges that the Project is visible from motorists on Highway 1 and the scenic overlook/vista point. (MND, pp. 22, 26 [Figure 8], 27 [Figure 9], and 28.) The MND claims that there is no significant aesthetic impact because, among others, the structure will be screened by the planting of 3 new trees and because other development is visible. (MND, pp. 22, 27.) But the LUP requires that new development not be visible under existing conditions. (LUP § 2.2.3.3.; CIP § 20.146.030.C.4.) The Project plainly does not comply with these policies.[8]

The MND also states that the removal of 7 trees (including 4 landmark Monterey Cypress trees) is not significant because they are not visible from the highway. That is not shown by any visual simulations in the MND. Coastal Commission Staff expressed concern that removal of

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[7] (*See also* CIP § 20.146.020.Z [defining "public viewshed" as "those areas visible from major public viewing areas such as . . . Highway 1 Corridor and turn-outs . . .."].)

[8] Also, it is not clear whether these simulations represent the current proposed Project plans or were based on prior Project plans for which staking and flagging was done. If they do not represent current Project plans, new simulations based on new staking and flagging need to be conducted and the MND needs to be recirculated for review and comment. (CIP § 20.146.030.A.1.)

the trees would exacerbate impacts from the public viewshed. (*See* October 24, 2022 email from Breylen Ammen to Philip Angelo.) Photos of the trees to be removed to accommodate the western extension of the home extending over the steep, descending coastal bluff are attached hereto as Exhibit E.

In accordance with LUP Section 2.2.4.10.e, existing trees are to be "retained to the maximum extent possible . . .." If the Project building footprint were shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff, it would avoid removal of all Monterey Cypress and Monterey Pine trees. (*See* Project Plans, Sheet A-1.1.) For instance, in her October 14, 2021 email to County Staff, Coastal Planner Alexandra McCoy recommends that "the structure be sited towards highway 1 as much as possible . . . and that existing trees be retained as much as possible and that the property be landscaped with native, non-invasive plants such that they would screen the development from the highway and adjacent overlook."

b. Biological Resources

The MND acknowledges that removal of 5 Monterey Cypress trees and 1 Monterey pine tree, which are special-status species, would be a significant environmental impact. (MND, p. 38.) The MND similarly concludes that the Project would result in substantial adverse effects to nesting bird species. (*Id.*) The MND states that these impacts are not significant due to conditions of approval that will be imposed later. (*Id.*)

After acknowledging significant impacts, the MND was required to include binding, enforceable mitigation measures detailing how the impacts would be reduced to a less than significant level. (Pub. Resources Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) The MND lacks such information and fails to comply with CEQA. At minimum, the MND must be recirculated with the mitigation measures clearly specified and included for public review. (CEQA Guidelines § 15073.5.)

Further, as noted above, removal of the special status Monterey Cypress and Monterey Pine trees can be avoided. Thus, the Project fails to comply with relevant policies of the LCP. (*See* LUP § 2.2.4.10.e ["Existing trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] and CIP § 20.146.030.D.1 [prohibits the removal of landmark trees, except where a finding can be made that no alternatives exist where the tree removal can be avoided].) Four of the Monterey Cypress are landmark trees. It appears that removal of all these protected trees can be avoided by shifting the building footprint to the east, on to the geologically feasible building envelope. Thus, alternative do exist where tree removal can be avoided.

c. Cultural Resources

The MND acknowledges that the proposed Project sewer line traverses a mapped archaeological resource. (MND, p. 43.) The resource is comprised of a large precontact shell midden measuring approximately 75 by 32 meters. (*Id.*) The resource is a possible late period coastal gathering site. (*Id.*)

The MND acknowledges that the Project may result in a significant impact to this unique archaeologic resource. (MND, pp. 45-46.) In response, Mitigation Measure CUL-4 requires that a qualified archaeologist prepare an archeological mitigation plan. The goals of the plan are to, "avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered." (MND, p. 49.) Avoidance shall be considered infeasible "if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage." (MND, p. 50.)

Mitigation Measure CUL-4 conflicts with CIP Section 20.146.090.D.3 which requires that the Project "avoid impacts" to archeological resources. Mitigation Measure CUL-4 also fails to comply with CEQA. CEQA Guidelines Section 15126.4 prohibits the deferral of mitigation measures. The only exceptions are when it is not practical or feasible to include those details during the project's CEQA review and the agency (1) commits itself to the mitigation, (2) adopts the specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard. Here, the MND does not explain how or why it is not practical/feasible to prepare the archaeological mitigation plan now. Further, Mitigation Measure CUL-4 lacks specific performance standards and fails to specify the actions that would achieve any such standard. In a substantially similar case, the First Appellate District ruled that a mitigation measure that required avoiding an impact to the extent feasible without restricting development potential failed to comply with CEQA's requirement for a clear, objective performance standard. (*East Oakland Stadium Alliance v. City of Oakland* (2023) 89 Cal.App.5th 1226, 1274.)

Mitigation Measure CUL-2 requires an archaeological monitor for any earthwork within 50 feet of the unique archaeological resource. (MND, p. 47.) But the MND later states that the exact location of this resource is not known, and the County did not require further sub-surface investigations despite requests from tribal representative to do so. (MND, pp. 96, 86.) Thus, there is no assurance that this mitigation will avoid or minimize the impact, as stated and as required by CEQA.

d. Geology

The Project's potentially significant impacts to geology and soils are detailed in Section 2, *supra*.

e. Greenhouse Gas Emissions

Contrary to CEQA Guidelines Section 15064.4 and controlling case law, the MND fails to quantify the Project's greenhouse gas emissions or rely on a qualitative analysis or performance based standards. (*Mission Bay Alliance v. Office of Community Investment & Infrastructure* (2016) 6 Cal.App.5th 160.) While the impacts are likely less than significant, the required analysis still must be performed.

f. Hazards

As yet another example of the extremely constrained nature of the site, the MND notes that the Project includes an emergency fire access stairway along the eastern property line parallel to Highway 1 to allow emergency evacuation or secondary access to the site for emergency responders. (MND, pp. 64, 82) The MND fails to explain how a staircase would serve as a functional secondary access to the site for emergency responders. The MND also states that a fire originating upslope would likely travel east to west and away from the Project site. (MND, pp. 65, 95.) It is unclear why this is or would be the case.

g. Hydrology

The Project adds 8,435 square feet of impervious surfaces to the Project site. (MND, p. 68.) As noted previously, the MND contains no detailed description or analysis of the Project's storm drain system. Yet, the MND claims that it "would capture runoff from structures and impervious surfaces in catch basins it toward [sic] dispersion trenches where water would infiltrate into the soil." (MND, p. 68.) On page 89, the MND states the dispersion trenches would be located along the western property line, where captured runoff would percolate into the ground. The western property line is the steep, eroding cliff bluff. Contrary to the MND's findings, this system would likely result in significant, unmitigated impacts to erosion and flooding.

h. Land use

The Property is located between Highway 1 and the Pacific Ocean. Key policies in the LCP emphasize protection of visual resources and minimizing risks associated with geologic hazards. As detailed above, there is a fair argument that the Project conflicts with policies in the LCP that were adopted for the purpose of avoiding or mitigating an environmental impact. As

such, an EIR is needed. (*Cf. Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903 [EIR required due to fair argument of significant impacts related to project's inconsistency with specified land use policies].) Additionally, the Project, as currently designed cannot be approved because it is inconsistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

i. Noise

The MND states that construction would be allowed on Saturdays, which is not requested in the applicant's construction management plan. (MND, p. 76.) Please confirm that these extended construction hours comply with County Code.

In its comments on the Project application, County Staff registered concerns about the Project's deep piers causing major groundborne vibration. But there is no analysis of the vibration impacts in the MND on neighboring properties, including Owner's property, even though the Project proposes to use the access road immediately adjacent to said property and requests a variance to install Project improvements within 2 feet of the shared property line. The MND states without analysis that "it is not anticipated that localized vibration would be excessive, as the project would utilize standard construction equipment" and vibration would attenuate with distance. (MND, p. 77.) The MND lacks substantial evidence to support this conclusion, and, at minimum, must be revised and recirculated to address it.

j. Tribal Cultural Resources

Despite the very high likelihood of impacts to tribal cultural resources, and the request by tribal representatives to conduct additional sub-surface investigations, the Project applicant was not required to do so. (MND, p. 87.) Under applicable case law, the failure to conduct such studies necessitates preparation for an EIR. (*Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [EIR required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

4. Findings for the necessary Project variance would not be supported by substantial evidence.

According to County Staff, the Property has two front setbacks—one from the Highway 1 right-of-way and the other from the southern property line bordering Owner's property. The required front setbacks are 30 feet. (Monterey County Zoning Code ["MCZC"] § 20.14.060.C.1.) The Project request variances to allow a 20 foot setback from Highway 1 and a 2 foot setback from Owner's property. (MND, p. 14.) The County could not justify granting such an immense variance from the setback required to Owner's property.

A variance can be granted only if the following findings can be made: (1) because of

special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the County Zoning Code is found to deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification, (2) the variance does not constitute a grant of special privileges inconsistent with the limitations upon other property in the vicinity and zone in which such property is located, and (3) the use or activity is expressly authorized by the zoning regulations governing the parcel of property. (MCZC § 20.78.040; *see also* Government Code § 65906 ["Variances from the terms of [a] zoning ordinance[] shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical classifications."].)

No substantial evidence would support findings for such an enormous variance of the front yard setback to Owner's property. (Code of Civil Procedure § 1094.5(b); *see also Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 522 and *Lucas Valley Homeowners Association v. County of Marin* (1991) 233 Cal.App.3d 130, 142.)

First, the Property's location, size, shape, topography, and/or other physical conditions do not vary substantially from those of other parcels in the same zoning district or vicinity such that special circumstances exist. A pad conforming to the setbacks was previously installed on the site, and there is no reason why the Project cannot be developed in accordance with the controlling setback from the southern property line. Courts have overturned an agency's granting of a variance in similar circumstances when there has been no showing that the property differs substantially from other parcels in the zoning district. (*See, e.g., Topanga Association for a Scenic Community, supra*, 11 Cal.3d at 522; *Orinda Association v. Board of Supervisors* (1986) 182 Cal.App.3d 1145, 1166; and *PMI Mortgage Ins. Co. v. City of Pacific Grove* (1981) 128 Cal.App.3d 724, 731.)

As noted by the First District Court of Appeal in *Orinda Association, supra*, 186 Cal.App.3d at 1166, "the desirability of the proposed development, the attractiveness of its design, the benefits to the community, or the economic difficulties of developing the property in conformance with the zoning regulations, lack legal significance and are simply irrelevant to the controlling issue of whether strict application of zoning rules would prevent the would-be developer from utilizing his or her property to the same extent as other property owners in the same zoning district." [Emphasis added; *accord, Broadway, Laguna, Valley Association v. Board of Permit Appeals* (1967) 66 Cal.2d 767, 775; *Hamilton v. Board of Supervisors of Santa Barbara County* (1969) 269 Cal.App.2d 64, 67; and *Stolman v. City of Los Angeles* (2003) 114 Cal.App.4th 916, 926.)

The Project applicant purchased the Property in 2020, after enactment of the LDR/1-D(CZ) zoning regulations. The applicant knew or should have known of the key limitations on development, including front yard setbacks. Self-induced hardship, as is the case here, is not a sufficient basis on which to grant a variance. (*See, e.g., Broadway, Laguna, Valley Association,*

supra; *San Marino v. Roman Catholic Archbishop* (1960) 180 Cal.App.2d 657; *Minney v. Azusa* (1958) 164 Cal.App.2d 12; and *Town of Atherton v. Templeton* (1961) 198 Cal.App.2d 146.)

Second, contrary to state and local law, the Project would grant the Project applicant special privileges that are inconsistent with the restrictions placed on other parcels in the same zoning district or vicinity. (MCZC § 20.78.040; Government Code § 65906 ["Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."].) Based on a survey of surrounding lots, including Owner's property, they all comply with applicable front yard setbacks. Approval of the Project thus would grant the Applicant special privileges inconsistent with other properties in the area.

Third, while the Project home is allowed by zoning, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, the County's approval of the Project would violate both state and local law. The Project requires a major variance from the setback required to Owner's property. No substantial evidence would support granting such a variance. (*See, e.g., Topanga Association for a Scenic Community*, *supra*, 11 Cal.3d at 522 [California Supreme Court overturns variances for nonconforming mobile home park development reasoning that the approvals would "radically alter" the nature of the zone and noting that such changes were a "proper subject for legislation, not piecemeal administrative regulations."].)

5. As currently designed, the Project cannot be approved as it is not the least environmentally damaging alternative in regard to views and geologic hazards.

The minimum building site in the LDR-1 zone is one acre. (CIP § 20.14.060.A.) At 0.63 acre, the Property is a substandard (or nonconforming) lot.

MCZC Section 20.02.060.B allows the County to grant an exception to allow for development on substandard lots it if finds that the strict application of the area land use policies or development standards denies all reasonable use of the subject property. The exception may be granted only if the County determines that: (1) the parcel is otherwise undevelopable due to specific policies of the applicable land use plan and development standards of the ordinance, (2) the grant of a CDP would not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and land use designation in which the property is located, (3) "any development being approved is the least environmentally damaging alternative project," and (4) any development being approved is an allowable use and "shall be appealable to the California Coastal Commission." (MCZC § 20.02.060.B.)

In order to make Finding 3, "the development shall be required to minimize development of structures and impervious surfaces to the amount needed to reduce environmental impacts to the greatest extent possible and shall be required to locate the development on the least environmentally sensitive portion of the parcel." (*Id.*)

As noted above, the Project is currently proposed to be situated in a geological hazard area, infringing on a key coastal viewshed area, and resulting in the removal of 6 special status tree species, including 4 landmark Monterey Cypress trees. The Project could be moved landward to avoid all of these impacts. As such, the Project is not being located on the least environmentally sensitive portion of the parcel.

Further, as noted above, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, as currently proposed, the County could not make the findings to grant an exception for development on this substandard lot.

****

Thank you for your consideration of our client's views on this important matter. Please add the undersigned to the list of interested parties to receive any and all future notice(s) regarding the Project. Please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP

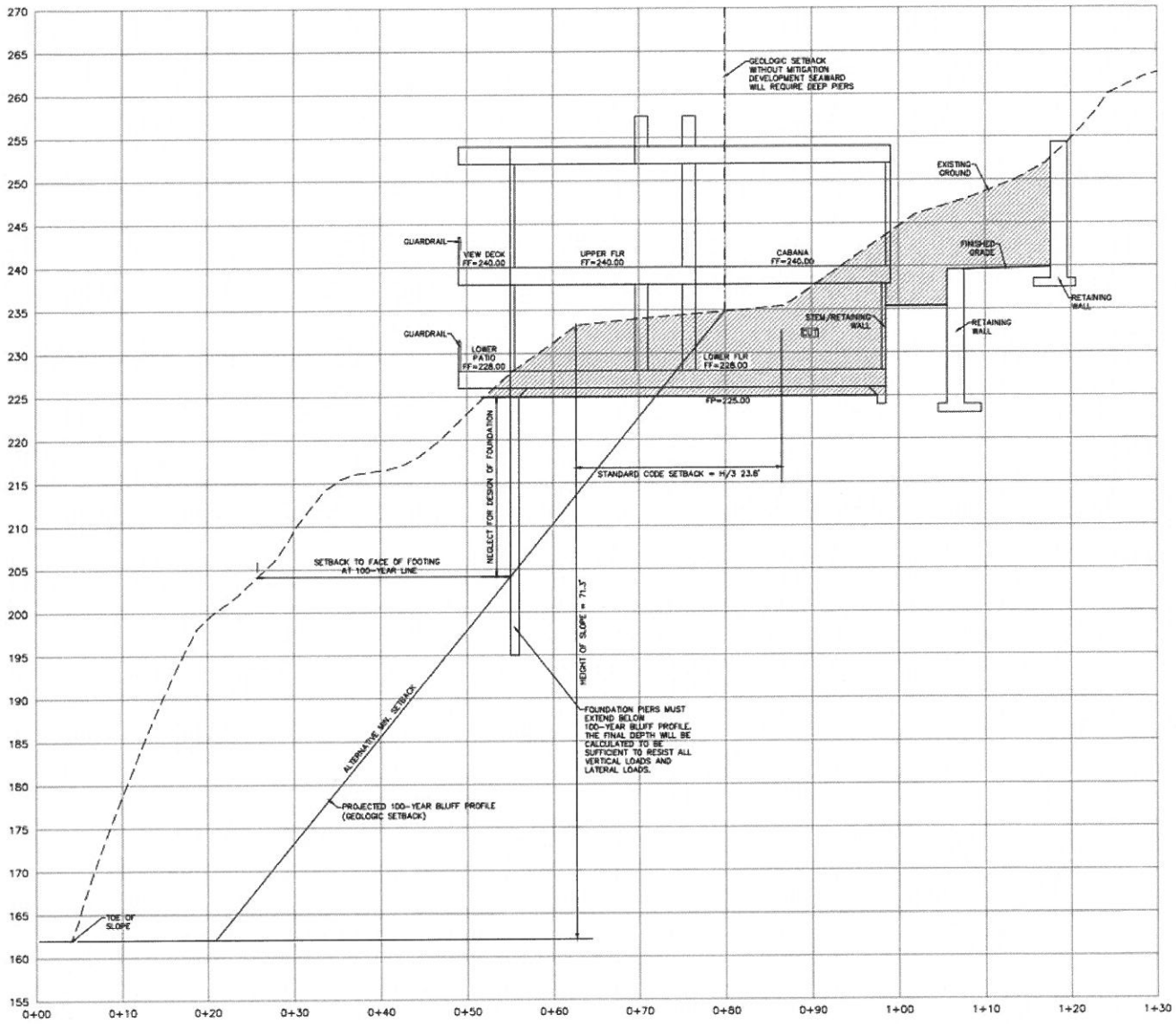
Matthew D. Francois

MDF:bb

cc: Client (*via email*)
Breylen Ammen, Coastal Program Analyst, California Coastal Commission (*via email*)
Katie Butler, District Supervisor, California Coastal Commission (*via email*)
Alan Kwong, California Department of Transportation, District 5 (*via email*)

EXHIBIT A

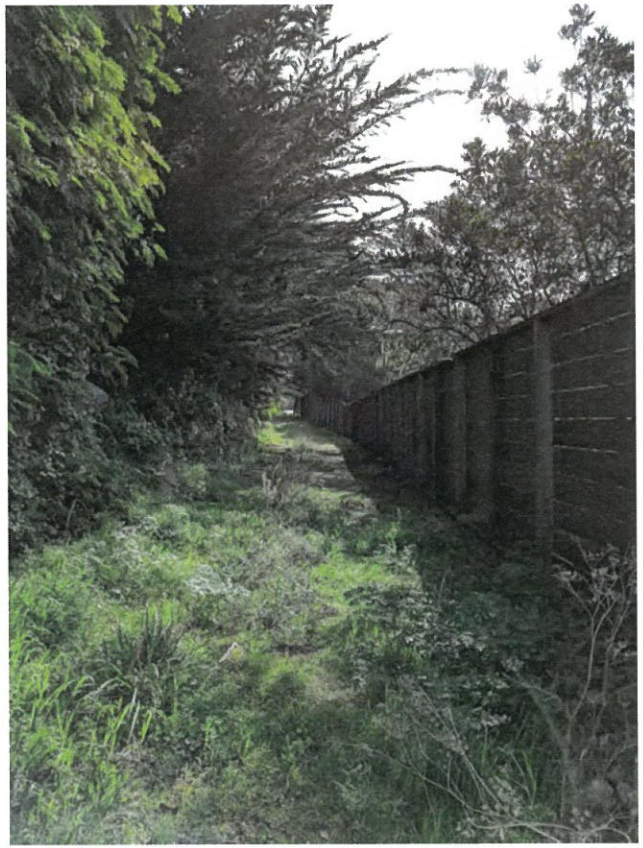
Figure 5 Project Elevation Profile



Source: IX.39

EXHIBIT B

A1) Easement access to property





https://photos.app.goo.gl/fJf5c9B9pYet2PDZ9

EXHIBIT C

GRADING, DRAINAGE, & EROSION CONTROL PLAN
OF
THE JOHNSON RESIDENCE
A.P.N.: 241-182-003
CARMEL, CALIFORNIA
FOR
HAL & ALLISON JOHNSON

SCALE: 1" = 10'
DATE: JUN. 2024
JOB NO. 2288-01

SHEET C3 OF 10 SHEETS

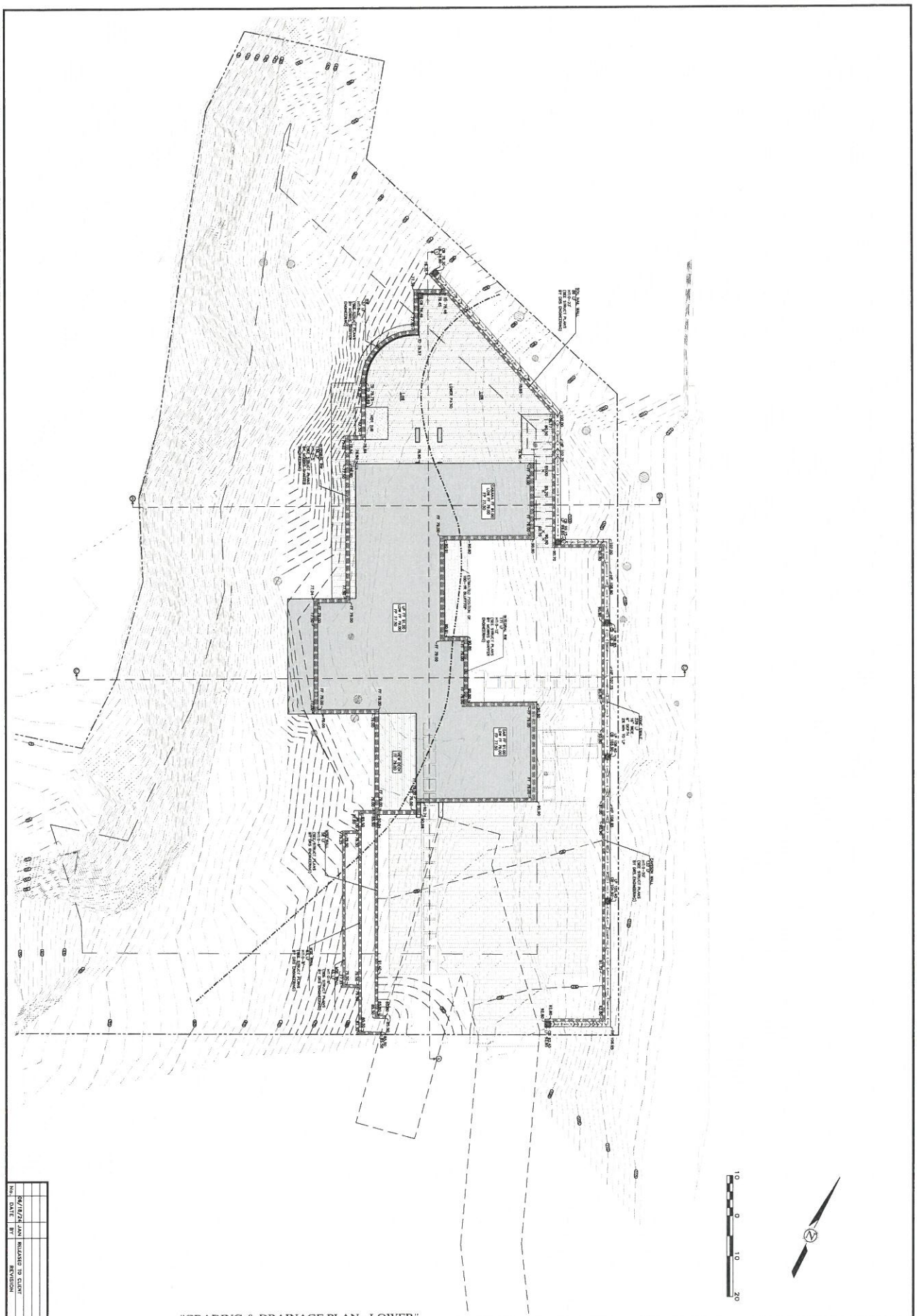
No.:	DATE	BY	REVISION
	08/18/24	JAN	RELEASED TO CLIENT

LANDSET ENGINEERS, INC.
520-B Cluff Manor Center Road
Salinas, California 93907
Office (831) 443-8700 Fax (831) 443-3801
www.landsetengineering.com

APPROVED BY:
GUY R. GIRAUDO
EXP. 06-30-26
CIVIL
STATE OF CALIFORNIA

"GRADING & DRAINAGE PLAN - UPPER"

SCALE: 1" = 10'
10 0 10 20



"GRADING & DRAINAGE PLAN - LOWER"

No.	DATE	BY	REVISION
	09/18/24	JAN	RELEASED TO CLIENT

SCALE: 1" = 10'
DATE: JAN. 2024
JOB NO. 22286-01
SHEET C4
OF 10 SHEETS

GRADING, DRAINAGE, & EROSION CONTROL PLAN

OF

THE JOHNSON RESIDENCE
A.P.N.: 241-182-003
CARMEL, CALIFORNIA
FOR
HAL & ALLISON JOHNSON

LANDSET ENGINEERS, INC.
520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

APPROVED BY:

GUY R. GIRAUDO

REGISTERED PROFESSIONAL ENGINEERS — GUY R. GIRAUDO — No. 39589 — Exp. 06-30-25 — CIVIL — STATE OF CALIFORNIA

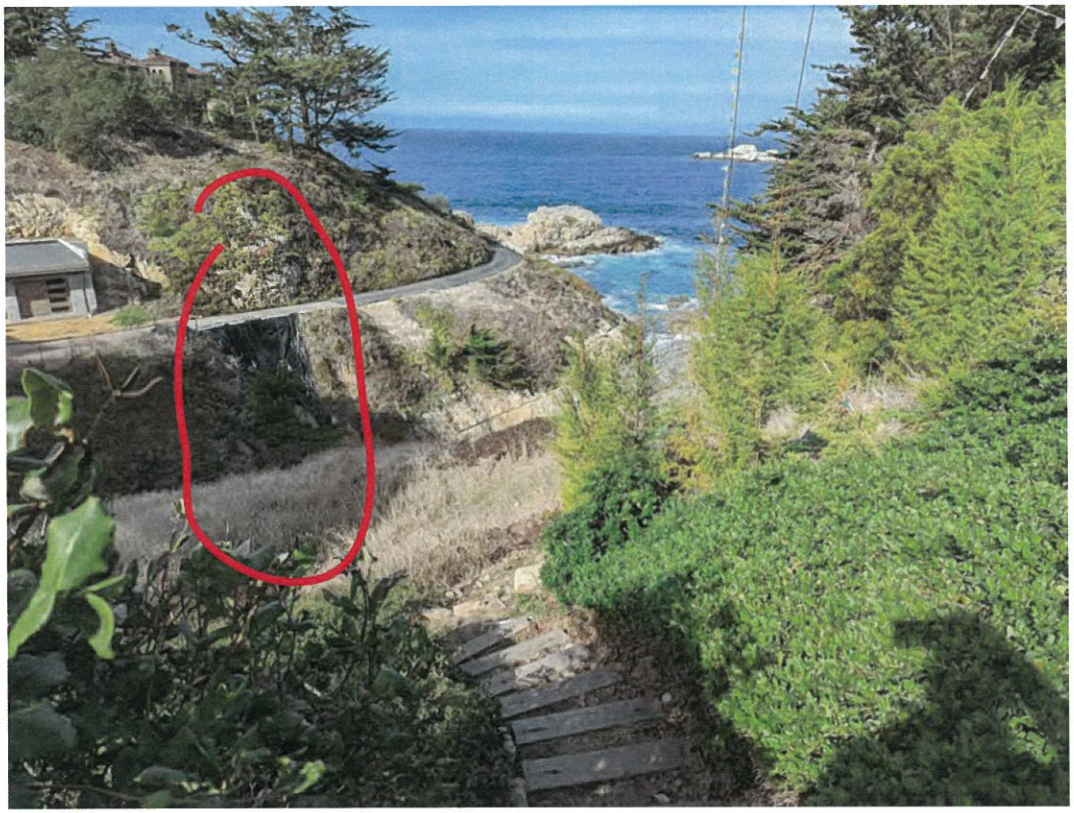
EXHIBIT D

C2) 255 Highway 1 Carmel, CA - Cliff washing out across driveway





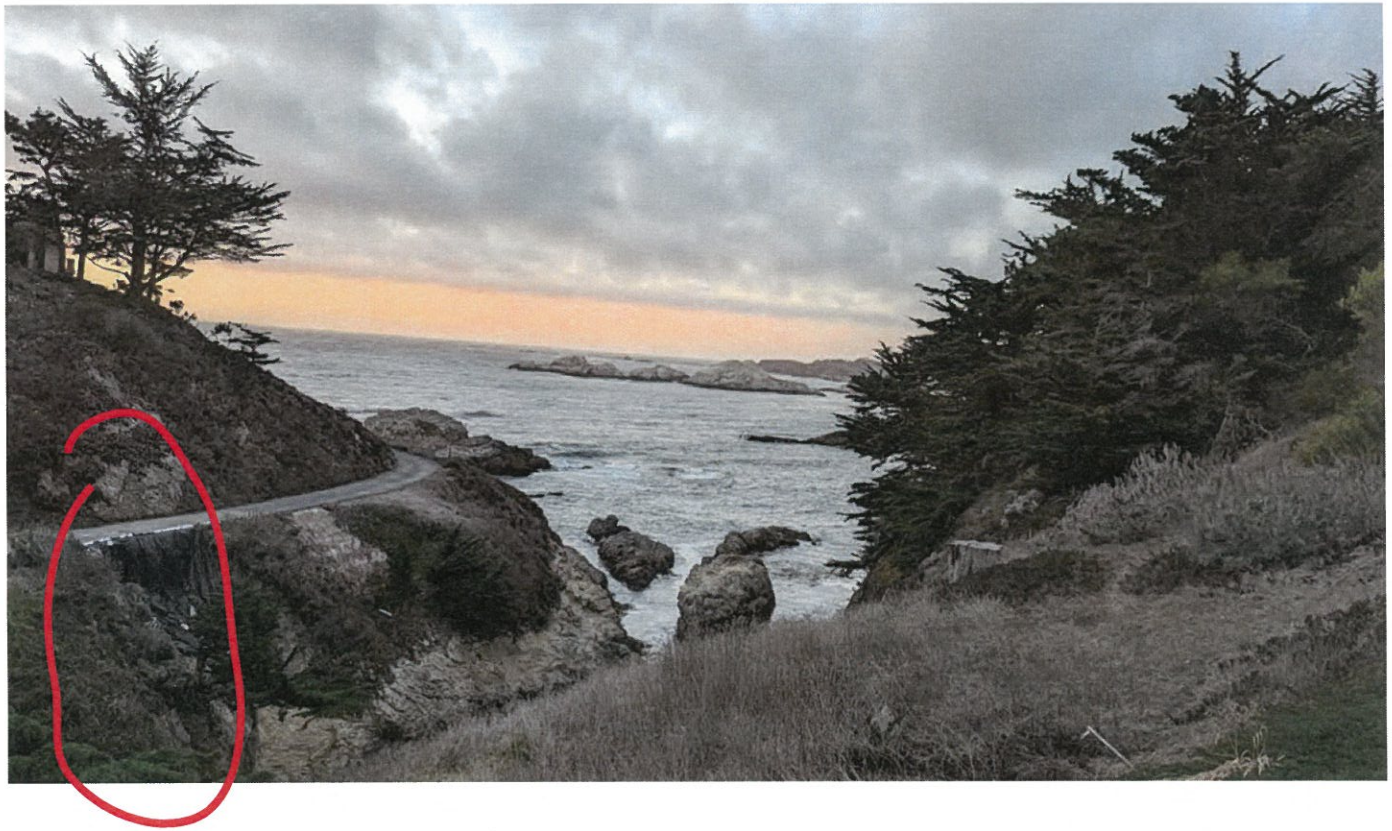
C3) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C4) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C5) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



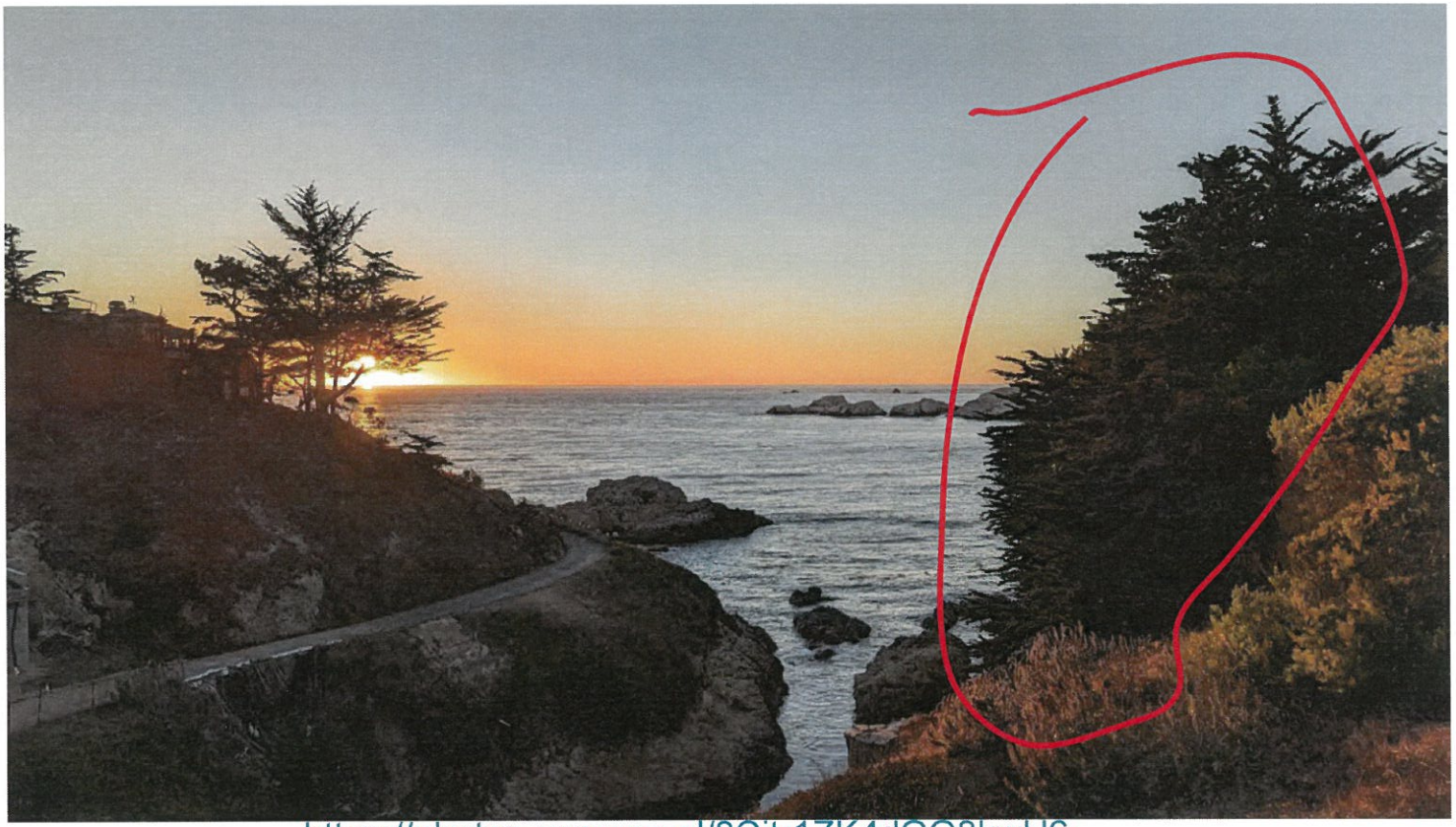
C6) 255 Highway 1 Carmel, CA - Cliff washing out across driveway





EXHIBIT E

D1) Cypress to be removed unnecessarily for westward outcropping of house…



https://photos.app.goo.gl/8Citr1ZK4dGG8kwH6

D2) Cypress to be removed unnecessarily for westward outcropping of house…





RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

May 27, 2025

VIA EMAIL [pchearingcomments@countyofmonterey.gov]

Honorable Ernesto Gonzalez, Chair
and Members of the Planning Commission
County of Monterey
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061; May 28, 2025 Monterey County Planning Commission, Agenda Item No. 2.

Dear Chair Gonzalez and Members of the Planning Commission:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to register our objections to the proposed residential development at 226 Highway 1 (the "Project"). As you know, the proposed 3,525 square foot residential Project would be located within a key coastal viewshed, on slopes exceeding 30 percent slope and within 50 feet of a coastal bluff, and involves the removal of four protected trees (three Monterey Cypress and one Monterey Pine). At its October 30, 2024, the Planning Commission unanimously adopted a motion of intent to deny the Project.

Since the October 30th Planning Commission, the Project applicant has made changes to the plans, which overall are beneficial compared to the prior plans. However, given the site's location and the important Coastal Act policies that pertain, we believe that additional revisions can and must be made to the Project if it were to be approved. A short list of reasonable modifications to the Project conditions is attached hereto as Exhibit A.

As you know, the pertinent Coastal Act policies: (1) restrict development on slopes exceeding 30 percent—the Project involves approximately 3,095 square feet of development on slopes exceeding 30 percent, (2) require that existing trees and native vegetation be retained to the maximum extent possible—the Project results in the removal of four protected trees, and (3) require that new development not be visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn. (*See, e.g.*, Coastal Implementation Plan §§ 20.146.120.A.6, 20.146.030.C.1, 20.146.030.C.4, 20.146.030.D.1; Carmel Area Land Use Plan Sections 2.2.4.10.a, 2.2.4.10.e, 2.2.3.3, 2.7.3.1, 2.7.4.1); *see also*

Monterey County Zoning Code § 20.02.060.B.)[1] In its comments on the Project, Coastal Commission Staff noted the Project's inconsistencies with these policies.[2] Further, multiple homes in this neighborhood have recently experienced failure at slopes greater than 30 percent. Compared to nearby homes, the Project would involve by far the greatest amount of developments on slopes exceeding 30 percent.

In order to conform with key Coastal Act policies, the Project residence should be shifted further eastward to further avoid 30 percent slopes and to avoid removal of four protected trees. (Staff Report, Exhibit A, p. 11 [area shown in white not containing slopes exceeding 30 percent].) Two of these trees proposed for removal (numbers 51 and 52) are listed in "Good" condition according to the Project arborist.[3] Alternatively, the Project residence can be modified to eliminate a cantilevered roof and balcony overhang along the western elevation. (Staff Report, Exhibit A, p. 11 [labeled Cantilevered Roof and Cantilevered Balcony.) Either of these changes would avoid the removal of four protected trees and would pull the northwestern roof overhang further inland to minimize its visibility from Highway 1 and the Vista Point as required by the Coastal Act Policies.

In terms of replacement trees, we had asked the Project applicant to provide a copy of the Landscape Plan shown on Sheet A1.1. The Project plans currently require four replacement trees. Sheet A1.1 showed three replacement trees on the northern elevation of the Project residence. On May 27, 2025 the applicant's attorney provided a copy of the Landscape Plan dated May 23, 2025 that included the three trees along the north plus four new trees on the south that would block coastal views from Owner's residence. (*See* Exhibit B.) The existing trees proposed for removal do not block such views. We raised these concerns with the applicant's attorney who indicated that the architect may have misunderstood the request and indicated a willingness to work with the Owner on the location of the replacement trees. Along those lines, if the Project were to be approved, we ask that a condition be imposed to require Owner's consent to the location of the replacement trees.

---

[1] These policies were discussed in detail in our August 12, 2024 comment letter on the Project Mitigation Negative Declaration ("MND"), which is incorporated herein by reference and attached to the Staff Report as Exhibit F.

[2] (*See*, *e.g.*, October 24, 2022 comment from Coastal Planner Breylen Ammen to County Planner Phil Angelo: "[T]he parcel is largely inappropriate for the intensity of development proposed, and such development would not meet the overarching Carmel LUP Key Policy which requires all future development to be clearly consistent with and subordinate to the foremost priority of protecting the area's scenic beauty and natural resource values." (Staff Report, Exhibit F.)

[3] In an August 25, 2021 email from neighbor Jenny Breitenwischer to County Planner Philip Angelo, Ms. Breitenwischer noted the trees "need to be trimmed but they should not be removed" and stated she had the trees trimmed a couple of years ago with permission from the former property owner "so I know there is nothing wrong with them." (Staff Report, Exhibit F.)

We further agree with the recommendation of the Carmel Area Wastewater District ("CAWD") that the original condition requiring approval of the Carmel Highlands Point Sanitary Association ("Association") be re-inserted as a condition of approval on the Project.[4] As the Can and Will Serve letter from CAWD indicates the Project would be served by the Association's private sewer lateral and so would require approval from the Association members prior to CAWD's issuance of a sewer connection permit. County Staff eliminated this requirement from the condition at the applicant's request. CAWD staff did not see the justification for the change, "as approval from the [A]ssociation would be required for their permit process, and it's an issue the applicant must address regardless." (Staff Report, Exhibit A, p. 21.) In its comments on the Project, Coastal Commission Staff likewise registered concerns with the proposed sewer treatment plan, noting that the Coastal Commission would have to approve annexation of the parcel into the CAWD service area.

Additionally, we do not believe that there is Code support for Staff's interpretation that a retaining wall is not a structure that requires a variance from setback requirements. The Interpretation cited addressed whether structures below grade are subject to the setback requirements and concluded that they were. "Structure" is defined by the County Code as "anything constructed or erected, except fences under six feet in height, the use of which requires location on the ground or attachment to something having location on the ground, but not including any trailer or tent." (County Zoning Code § 21.06.1220.) The plain language of the County Code exempts fences not retaining walls, and the County's interpretation impermissibly adds works to the language of the ordinance. (*See Martis Camp Community Assn. v. County of Placer* (2020) 53 Cal.App.5th 569, 591 and *Watsonville Pilots Assn. v. City of Watsonville* (2010) 183 Cal.App.4th 1059, 1069.)

Further, for the reasons previously set forth in our August 12, 2024 letter, we do not believe the findings for a variance would be justified here. The other projects previously cited by Staff as examples are distinguishable. 255 Highway 1 (PLN170428) had no development on slopes exceeding 30 percent and had a much smaller development footprint and did not encroach on other neighboring development. 243 Highway 1 (PLN070388) likewise involved a much smaller development footprint with development on slopes exceeding 30 percent limited to 300 square feet. The Project has 3,095 square feet of development on slopes exceeding 30 percent.

Finally, the Project necessitates alterations to the existing Mutual Water System to achieve water quality standards. Because the Project results in the need for upgrades to the existing water

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[4] The original MND also stated that the Project applicant will need to secure permission from the property owners served by the Association to connect into the shared private system and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

treatment system, all costs associated with such alterations should be borne by the owner/applicant. We request that the Project conditions be modified accordingly.

****

Thank you for your consideration of our client's views on this important matter. Representatives of the Owner, including the undersigned, will be in attendance at your May 28th hearing on the Project. In the meantime, please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP

Matthew D. Francois

MDF:mr

cc: Client (*via email*)
Philip Angelo, Senior Planner (angelop@countyofmonterey.gov)
Robert Brayer, Deputy County Counsel (brayerri@countyofmonterey.gov)
Breylen Ammen, Coastal Program Analyst,
California Coastal Commission (breylen.ammen@coastal.ca.gov)
Katie Butler, District Supervisor,
California Coastal Commission (katie.butler@coastal.ca.gov)
Tony Lombardo, Applicant's Attorney (tony@alombardolaw.com)

EXHIBIT A

REVISIONS TO CONDITIONS OF APPROVAL

- Revise Condition 1: "This Combined Development Permit (PLN210061) allows (subject to revisions specified in subsection f):

    - Option 1: "f) The plans shall be revised to shift the residence to the east to avoid 30 percent or greater slopes and to retain four protected trees (Tree Nos. 50, 51, 52, 54)."

      or

    - Option 2: "f) The Project plans shall be revised to eliminate the Cantilevered Roof and Cantilevered Balcony along the western elevation."

- Revise Condition 13: "Prior to final of construction permits, the applicant shall replace and or relocate each tree approved for removal as follows: - Replacement ratio: 3 Monterey cypress and 1 Monterey pine Replacement tree(s) shall be located within the same general location as the tree being removed while respecting existing views of neighboring property owners. (HCD - Planning) The location of the replacement trees shall be submitted to any affected neighboring property owners for their review and written approval."

- Revise Condition 28: "Prior to issuance of any grading or construction permits, the owner/applicant shall be required to provide evidence that they have appropriate permission to connect to the "Highlands Point Association" private sewer lateral to the satisfaction of the Carmel Area Wastewater District ("CAWD"), and that they have secured a sewer connection permit from the CAWD."

- Add Condition 29: "All costs associated with alterations to the existing constructed Mutual Water System shall be borne by the owner/applicant."

EXHIBIT B

ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com
ARCHITECT

CONSULTANT:

REVISION:	No.

PLANTING PLAN

JOB NAME: Johnson Residence
26 Highway 1
Carmel, CA 93923
A.P.N.: 241-162-003

DATE:	9/29/2025
SCALE:	1/16"=1'-0"
DRAWN:	HRM
JOB NUMBER:	2009
SHEET	A-1.1a
OF	

PLANTING PLAN

N

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

NOTE: ALL REPLACEMENT TREES TO BE TYPE FOLLOWING:
SPECIES: MONTEREY CYPRESS
SIZE: 15 GAL.
SPACING: 10' MINIMUM

LEGEND
= BUILDING FOOTPRINT
= TREE TO BE REMOVED
= TREE TO BE PLANTED

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS SOLELY RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. PUBLICATION OR REPRODUCTION OF ANY MEMO, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED - RULE TO THESE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT PRIOR TO BIDDING OR NEGOTIATION. VISUAL CONTACT WITH THESE DRAWINGS & SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

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Attachment E

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Before the Planning Commission
in and for the County of Monterey, State of California

In the matter of the application of:
JOHNSON HAL W JR & ALLISON H (PLN210061)
RESOLUTION NO. 25-013
Resolution by the County of Monterey Planning Commission:

1) Adopting a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines;
2) Approving a Combined Development Permit consisting of a:
    a. Coastal Administrative Permit and Design Approval to allow construction of: a, 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
    b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;
    c. Coastal Development Permit to allow removal of four trees, including three Monterey cypress and one Monterey pine;
    d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;
    e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and
3) Adopting a Condition of Approval and Mitigation Monitoring and Reporting Plan.

[PLN210061 JOHNSON HAL W JR & ALLISON H, 226 Highway 1, Carmel, Carmel Area Land Use

Plan (APNs: 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000)]

The JOHNSON HAL W JR & ALLISON H application (PLN210061) came on for public hearings before the County of Monterey Planning Commission on October 30, 2024 and May 28, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented the County of Monterey Planning Commission finds and decides as follows:

FINDINGS

1. FINDING: **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE:

a) During the course of review of this application, the project has been reviewed for and found consistent with the text, policies, and regulations in the:
- 1982 County of Monterey General Plan;
- Carmel Area Land Use Plan (LUP);
- County of Monterey Coastal Implementation Plan (CIP) Part 4, Regulations for Development in the Carmel Area Land Use Plan Area; and
- County of Monterey Coastal Implementation Plan Part 1, the County of Monterey Zoning Ordinance (Title 20).

b) Allowed Use. The project site (or "subject property") is located at 226 Highway 1 (APN: 241-182-003-000), Carmel. The project also includes improvements to the water system within an easement conveyed over APNs 241-182-004-000 and 241-182-005-000, and installation of a sewer line and driveway improvements within an access and utilities easement conveyed over APNs 241-182-003-000; 241-182-004-000 and 241-182-005-000; and 241-182-006-000. The properties are zoned Low Density Residential, 1 acre per unit, with a Design Control overlay, in the coastal zone [LDR/1-D (CZ)], which principally allows a single-family dwelling on a legal lot of record, non-habitable accessory structures, and water system facilities serving fourteen or fewer connections, subject to a Coastal Administrative Permit (Title 20 sections 20.14.040.A, 20.14.040.F, and 20.14.040.J, respectively). The project proposes the construction of a single-family residence with an associated garage, associated site improvements, and water treatment system upgrades to an existing mutual water system. Therefore, the project is an allowed land use for this site.

c) Lot Legality. The 0.63-acre lot is shown in its current configuration as Parcel 3 in the 1964 Assessor's Map Book 241 Page 18, and under separate ownership in page 256 of the 1964 Assessor's Ownership book. Therefore, the County recognizes it as a legal lot of record.

d) Development Standards. Site development standards for the LDR zoning are found in Title 20 Chapter 20.14. The project is consistent with the minimum setbacks, maximum height, and maximum building

site coverage requirements, as detailed in subsequent Evidence "e" through "h".

e) Setbacks – Main Structures. Main structures in LDR zoning require a minimum front setback of 30 feet and side and rear yard setbacks of 20 feet. The property has a unique configuration, with the western side parallel to the Pacific Ocean subject to a side setback, and the far northern property line subject to a rear yard setback. The property also has multiple front setbacks as it is both a flag lot (located at the end of a driveway access easement) and is bounded by Highway 1 along its eastern and northeastern property lines. Front setbacks for flag lots are measured as a radius from the centerline of the access, or "pole". This radius is depicted on the attached project plans. The front setback for the northern and northeastern property lines bounded by Highway 1 is measured from the edge of the highway right-of-way. As proposed, the project meets all the required minimum setbacks. The setback along the northeastern property line is 38 feet and 5 inches, and the setback along the eastern property line is 30 feet, both complying with the minimum front yard setback along those property lines. The setback from the residence southeast to the access easement flag lot "pole" is 56 feet and 5 inches, complying with the 30 radius front setback for the flag lot. The setback from the residence west to the Pacific Ocean is 56 feet and 10 inches, complying with the 20 foot minimum rear yard setback, and the setback from the residence to the northern property line is 99 feet and 2 inches, complying with the minimum 20 foot rear yard setback.

f) Setbacks – Site Improvement Exceptions. A fence and two access gates leading to the main entrance of the property and the entrance to the well site south of the property, respectively, encroach into the front setback. Two five-foot and eleven-inch retaining walls with a fire access stairway on the southeast corner of the property and a terraced retaining wall on the southwest corner of the property both encroach into these front setbacks. Both the fences and these walls have been designed to be less than six feet in height. Title 20 section 20.06.1200 defines structures to exclude fences under six, so they aren't subject to setbacks. The County Setbacks for Structures Below Grade interpretation dated December 28, 2006 states that as a matter of practice, retaining walls have been treated similarly to fences, making ones less than six feet not subject to setbacks. Therefore, encroachment of both of these improvements into the setback is permissible.

g) Maximum Height. The maximum allowable height for main structures in the LDR zoning is 30 feet. In conformance with this requirement, the proposed residence is 22 feet in height when measured from average natural grade.

h) Maximum Building Site Coverage. The property is 0.63 acres (27,400 square feet) and the maximum allowable building site coverage in the LDR district is 15%, 4,110 square feet. The proposed building site coverage is 10.5%, 2,865 square feet, complying with this requirement.

i) Visual Resources and Design Control. As detailed in Finding No. 4 and supporting evidence, the project is consistent with the LUP policies protecting Visual Resources and their implementing regulations in Title 20 and the CIP.

j) Forest Resources. The project includes the removal of five trees, including three landmark Monterey cypress trees and one Monterey pine. As detailed in Finding No. 5, the project is consistent with the LUP policies protecting trees and Forest Resources and its implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow the removal of protected trees have been met in this case.

k) Environmentally Sensitive Habitat Areas. In accordance with the LUP policy 2.3.3.5 and CIP section 20.146.040.A, a biological assessment was prepared (see Finding 2, Evidence "b") to assess the potential presence of environmentally sensitive habitat areas and provide recommendations, as applicable. The report stated that their expectation from reviewing available database information and sites location on the bluff was that the sites primary plant communities would be northern bluff scrub and coastal sage scrub, which would be considered environmentally sensitive habitat area. However, after their site survey they noted that the site was significantly disturbed and supports more nonnative invasive species than native species, and stated that these native plant communities have been obliterated, such that the site no longer supports environmentally sensitive habitat area. As there is no environmentally sensitive habitat area on site, the project would be consistent with LUP policies 2.3.3.1 and 2.3.3.2, and CIP sections 20.146.040.B.2 and 20.146.040.B.3, which require development to be avoided in sensitive habitat areas, limited to resource-dependent uses, and compatible with long-term maintenance of adjacent environmentally sensitive habitat areas. The biologist recommended the use of appropriate native species in proposed landscaping, which is required by LUP policy 2.3.3.8. The biologist subsequently reviewed the draft landscaping plans and provided a number of recommendations on appropriate planting species, which were incorporated into to the plan. The Landscaping Condition No. 7 has been incorporated and also states the landscaping plans shall incorporate the recommendations of the biological survey, as applicable, ensuring consistency with this LUP policy. Therefore, the project is consistent with the policies protecting environmentally sensitive habitat areas in the LUP and their implementing regulations in the CIP.

l) Cultural Resources. As detailed in Finding No. 6 and its supporting evidence, the project is consistent with the LUP policies protecting archaeological and paleontological resources and their implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow development within 750 feet of known archaeological resources have been met in this case.

m) Hazardous Areas. As detailed in Finding No. 7 and its supporting evidence, the project is consistent with LUP policies regarding geological hazards and development in proximity to coastal bluffs, and their implementing regulations in the CIP. The criteria to grant a Coastal Development Permit to allow development within 50 feet of a coastal bluff have been met in this case.

n) Land Use Advisory Committee (LUAC) Review. In keeping with the LUAC guidelines adopted through Board of Supervisors Resolution No.

15-43, the project was reviewed by the Carmel Unincorporated/ Highlands LUAC. The LUAC considered the project at their December 5, 2022 meeting and recommended approval as proposed 6-0 with 1 member absent. The LUAC had questions regarding how the site would be accessed, whether a variance was required to push take advantage of the flat area on the site, whether the project included development on slopes in excess of 30 percent, the sources of water and sewer, anticipated construction timeline, and the roof material. The applicant responded answering the questions to the LUAC's satisfaction, stating that they would access the site through the existing access easement, that a variance proposed for the setback along Highway 1 and that they had revised plans to pull the home away from the bluff, that both the front and the back of the house include development on slopes in excess of 30 percent, that the property is served by a three connection mutual water system and would connect to public sewer, providing information about the anticipated construction duration, and that the roofing would be a vinyl material. Since that meeting, the Variance was removed from the proposed project and is not included in this approval.

o) The project planner conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to verify that the project on the subject parcel conforms to the plans and regulations listed above.

p) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

2. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and/or use.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, the Environmental Health Bureau, and the Carmel Highlands Fire Protection District (FPD). County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) The following reports were prepared to assess the geological and geotechnical suitability of the site for development; and the potential for the development to impact archaeological, biological, and forest resources:

- Geologic Feasibility Assessment prepared by Easton Geology, Inc., dated August 17, 2020, (LIB210218);
- Geologic Investigation, Johnson Property, also prepared by Easton Geology, Inc., dated December 15, 2022 (LIB240060);
- Preliminary Geotechnical Investigation prepared by Rock Solid Engineering, Inc., dated August 14, 2020, (LIB210219);
- Geotechnical Investigation also prepared by Rock Solid Engineering, Inc., dated December 15, 2022 (LIB240059);
- Preliminary Archaeological Reconnaissance Report and Archaeological Supplemental Report, both prepared by Patricia

Paramoure Archaeological Consulting, dated June 4, 2021 and April 4, 2024, respectively (LIB210216);
- Biological Assessment, prepared by Regan Biological and Horticultural Consulting, dated June 12, 2021 (LIB210217);
- Construction Impact Assessment and Tree Management Plan, prepared by Ono Consulting, dated June 17, 2021 (LIB210215); and
- A revised Construction Impact Assessment and Tree Management Plan, prepared by Ono Consulting, dated March 15, 2025 (LIB210215).

County staff independently reviewed these reports and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with these reports.

c) Staff conducted site inspections onsite inspections on May 4, 2021, September 15, 2021, and July 26, 2024 to verify that the site is suitable for this use.

d) See also supporting Findings No. 3, 7 and supporting evidence, which address health and safety and the hazardous areas and bluff development policies and regulations applicable in the LUP and CIP, respectively.

e) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

3. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE: a) The project was reviewed by HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau (EHB), and Carmel Highlands FPD. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary public facilities will be provided. The property has road access through shared access and utilities easements along adjoining properties (APNs 241-182-004-000, 241-182-005-000, 241-182-006-000). Necessary domestic water and sewer are available to serve the property as discussed in Evidence "c" and Evidence "d".

c) Domestic Water. The project will have sufficient domestic water for the proposed single-family residence. The property will receive domestic water from Highway 1 Water Distribution system No. 12, an existing system permitted to serve three service connections on the properties with Assessor's Parcel Numbers 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000. The County of Monterey issued a Coastal Administrative Permit on August 31, 2012 to allow construction of this system (HCD-Planning File No. PLN120263), the

Monterey Peninsula Water Management District (MPWMD) permitted this system through Water Distribution System Permit No. M13-05-L2, and the County of Monterey Environmental Health Bureau permitted the system as a small water system (System ID No. 2702809). The water distribution system provided a can and will serve letter for the project dated August 10, 2021.

The water system has an annual production limit of 1.87 acre-feet per year, which is set by a condition of approval from the MPWMD permit. Estimated water usage for the other two properties is 0.65 acre-feet per year. The project has an anticipated water demand of approximately 0.42 acre-feet per year. After completion of the project, total water use would be 1.07 acre-feet per year for the system, within the production limitation.

The project includes installation of a centralized water quality treatment system to address drinking water quality test results, dated 2021, which showed it was out of compliance for fluoride. The water treatment system will be located on APNs 241-182-004-000 and 241-182-005-000 within the shared access and utilities easement, and include filtration and treatment for iron, manganese, fluoride, and water acidity. Schematics for this treatment system were reviewed by EHB and found acceptable.

d) Sewer. Sewer service will be provided by the Carmel Area Wastewater District ("CAWD") through a shared private sewer lateral (known as the "Highlands Point Association") presently serving three properties, with a fourth planning to connect to the system per an approved planning permit:
   - APNs 241-182-004-000 and 241-182-005-000 connected per PLN120558;
   - APN 241-182-020-000 connected per PLN170248;
   - APN 241-182-015-000 connected per CAWD correspondence dated February 28, 2024; and
   - APN 241-182-006-000 planning to connect per PLN210005.

   This sewer service is for effluent only, where it is conveyed through the system while solid waste will be collected in an onsite septic tank. The project would include installing an onsite ejector pump, and an approximately 400 lineal foot sewer line traversing through the subject property and APN's 241-182-004-000, 241-182-005-000 and 241-182-006-000. CAWD provided a can and will serve letter dated May 4, 2023, with a duration of 2 years (until May 4, 2025). Gary Weigand, P.E., Principal Engineer of Utility Services, who designed the system, also prepared a letter dated March 27, 2024, analyzing the capacity of the private lateral to accept new connections and concluded the system would be able to accept effluent from 10 residents. Therefore, there is adequate sewer capacity available for the new connection and the municipal sewer entity responsible for service in this area has indicated that they can and will serve the property. Condition No. 28 has been applied, which requires the owner/applicant to submit evidence to HCD-

Planning that they have secured sewer connection permit from CAWD prior to issuance of grading/construction permits.

e) As detailed in Finding No. 7 and supporting evidence, the project is consistent with LUP policies and CIP implementing regulations addressing hazardous areas and development in proximity to coastal bluffs.

f) In accordance with CIP section 20.146.050.E.4, a preliminary erosion control plan, including drainage and grading, was submitted as part of the application submittal and subsequently found acceptable by HCD-Environmental Services. In accordance with Monterey County Code section 16.12.060, final erosion control plans would be re-reviewed prior to issuance of ministerial grading permits.

g) Pursuant to LUP Policy 2.4.4.C.5, the project includes onsite drainage through a storm drain system, which would capture runoff from structures and impervious surfaces in catch basins, and then be released into dispersion trenches where water would infiltrate into the soil.

h) Staff conducted site inspections onsite inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to verify that the site is suitable for this use.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

4. FINDING: **VISUAL RESOURCES –** The project is consistent with the applicable policies to protect Visual Resources in the Carmel Area Land Use Plan (LUP) and with implementing regulations in the County of Monterey Coastal Implementation Plan (CIP) Parts 1 and 4.

EVIDENCE:

a) The project is subject to LUP and CIP Visual Resources protection policies and regulations as well as the Design Control "D" zoning overlay district, which requires a design review of structures and fences to assure protection of the public viewshed and neighborhood character. As stated in LUP section 2.2.1, within the LUP area, the "public viewshed" is the composite area visible from major public use areas, including 17-Mile Drive views of Pescadero Canyon, Scenic Road, Highway 1, and Point Lobos Reserve.

b) The property is in the Carmel Highlands area with a dominant visual character of natural landscape consisting of rolling hills, dense vegetation and tree coverage, dramatic rocky granitic cliffs, and the Pacific Ocean. The primary built environment features are Highway 1, access roads, and an eclectic mixture of one and two-story custom single-family residences. No architectural style appears to dominate, with residences demonstrating neoclassical, Mediterranean revival, and modernist characteristics. Many of the residences feature natural materials such as wood or stone. The proposed residence is a modern-style two-story residence comparable to other homes in the area, and in accordance with the CIP section 20.146.030.C.1.c, has natural primary finish materials include smooth and split-face warm tan stone veneers, light brown cedar and oak horizontal wood, grey stone paving, and light grey concrete retaining walls and steps. Additional colors and materials include stainless steel trench covers, glass, black and stainless steel

cable rails, black metal frame windows and doors, and a dark grey built up roof system. Therefore, the design of the proposed project assures protection of the public viewshed and neighborhood character.

c) LUP Policy 2.2.3.3 requires that new development on slopes within the public viewshed be sited within existing forested areas or areas where it would not be visible from public viewpoints and viewing corridors and be carefully sited and designed to minimize visibility. LUP Policy 2.2.4.6 also requires maintenance of the existing forested corridor along Highway 1 to serve as a natural screen for existing and new development, with new development sufficiently setback from the highway to preserve the forested corridor effect and minimize visual impact. Consistent with these policies, the project is sited significantly below the elevation of both the highway and vista point, minimizing its visibility. The trees parallel to the highway will also be preserved, maintaining its forested corridor. Over the course of development review, the project has also been re-sited and re-designed to bring it further into conformance with this policy. After the October 2024 Planning Commission hearing, the ridge height of the residence was reduced by 2.5 feet (from an elevation of 108.5 to 106 feet), and the residence has been re-sited and re-designed to pull the northwestern roof overhang and balcony (the only elements of the residence visible from the vista point) inland and minimize, and nearly eliminate, its visibility. The preservation of Tree #53 behind the residence would also assist in integrating the project into the surrounding forested area.

d) LUP Specific Policy 2.2.4.10.a states that buildings located on slopes shall be sited on existing level areas and sufficiently set back from the frontal face. In this case, the building has been centrally sited approximately 27 feet away from the edge of the bluff on the most level portion of the property, a small cut and fill pad graded in the 1960s.

e) LUP Policy 2.2.3.7 and 2.2.4.5 require that structures and driveways be sited and designed to minimize grading for the building site and access road and prohibits extensive landform alteration. Over the course of review, the project has been re-designed to bring it into conformance with this policy. The previous design considered at the Planning Commission on October 2024 would have required grading a large portion of the steep area on the eastern half of the project site sloping upward to Highway 1 flat to accommodate the design, including portions of the residence, site improvements, and an approximately 26 foot tall retaining wall parallel to Highway 1. Grading and site preparation for the previous design estimated approximately 2,270 cubic yards of grading cut and 395 cubic yards of full, resulting in a net cut/export of 1,875 cubic yards. Grading has been dramatically reduced in the proposed plans (attached) and much better respects the existing form and topography of the site. The estimated quantity of grading for the revised proposal is 700 cubic yards of cut, with 390 cubic yards of fill, resulting in 310 cubic yards of net export. This reduces net export by 83%.

f) To ensure consistency with LUP Specific Policy 2.2.4.10.D and CIP section 20.146.030.C.1.d, exterior lighting plan Condition No. 8 has been applied. This will require that the all-exterior lighting on the property be unobtrusive, down-lit, harmonious with the local area, and

constructed or located so that only the intended area is illuminated, and off-site glare is fully controlled.

g) The project was referred to the Carmel Unincorporated/Highlands Land Use Advisory Committee ("LUAC"), whose recommendations focus on site design and local considerations. On December 5, 2022, the LUAC recommended approval as proposed.

h) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to assess the potential of the project to impact Visual Resources. In accordance with CIP section 20.146.030.A.1, prior to the September 15, 2021, site visit the structure was staked and flagged. After the on-site review, the applicant re-designed the project by pulling the residence inland approximately 12 feet, minimizing its visibility from Highway 1 and the vista point identified LUP Figure 3 and section 5.3.4 as an existing bluff top overlook adjacent to the Highland inn. Photo-simulations were submitted of the revised design in-lieu of re-flagging the project. The photo-simulations demonstrated that only small portions of the residence would be visible from either Highway 1 or the vista point and would not significantly impact the character of the vista.

i) CIP section 20.146.030.C.1.e states that native vegetation must be retained to the maximum extent possible, and landscaping screening may be used wherever a moderate extension of native forest areas is appropriate. CIP section 20.146.030.C.2 further clarifies that when landscaping is appropriate, that it only should only be used as a secondary protection of scenic quality and visual access. Consistent with this, the project includes three screening trees to extend the forested Monterey cypress area adjacent to Highway 1 westward and further minimizing the project's visibility from the vista point to the immediate north, and Condition No. 7 has been applied. This condition shall require that the site be landscaped, and existing vegetative screening be retained to protect the scenic quality of the area and visual access. The condition specifies the intent is to preserve screening along Highway 1 and from the nearby vista point, without obstructing views of the rocky promontories and bluffs along the shoreline from the vista point.

j) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

5. FINDING: **TREE REMOVAL –** The tree removal is consistent with Carmel Area Land Use Plan (LUP) policies protecting Forest Resources, and their implementing regulations in the County of Monterey Coastal Implementation Plan, Part 4, Regulations for Development in the Carmel Area Land Use Plan (CIP).

EVIDENCE: a) The project includes removal of five trees, one Acacia and four native trees, consisting of three landmark Monterey cypress one Monterey pine. The native trees proposed for removal are identified in the Forest Management Plans (LIB210215) prepared for the project as follows:

- #50, landmark Monterey cypress
- #51, landmark Monterey cypress

- #52, Monterey pine
- #54, landmark Monterey cypress

b) Forest Management Plan. A Forest Management Plan ("Construction Impact Assessment and Tree Management Plan") dated June 17, 2021, and a revised assessment dated March 15, 2025, were prepared for the project by Ono Consulting to assess the proposed removal and provide recommendations to preserve overall forest health, as required by CIP section 20.146.060.B. Both are available in HCD-Planning Library File No. LIB210215. In accordance with CIP section 20.146.060.D.7, Condition No. 9 has been applied, which requires the applicant to record a notice on the property stating that all development shall be in accordance with the Forest Management Plan.

c) Tree removal in the LUP area requires a Coastal Development Permit unless the removal falls under the exemptions detailed in CIP section 20.146.060.A.1. In this case, CIP section 20.146.060.A.1.a allows the removal of non-native trees (with certain exceptions) without a Coastal Development Permit, and therefore, the Acacia does not require a permit. The other four native trees require a Coastal Development Permit to remove.

d) CIP section 20.146.060.D.1 prohibits the removal of landmark trees, unless the decision-making body finds that the trees are not visually or historically significant and there are no alternatives whereby the tree removal can be avoided. The three Monterey cypresses are greater than 24 inches in diameter, making them landmark trees. The findings can also be met to allow the removal of the landmark trees, none of which are visually or historically significant, exemplary of their species, or more than 1000 years old. See subsequent Evidence "e" demonstrating no alternatives.

e) CIP section 20.146.060.D.3 states that the removal of native trees be limited to those necessary for the proposed development, and that development shall be required to be adjusted for siting, location, size, and design as necessary to minimize tree removal. In this case, the removal is the minimum under the circumstances. During the development review process, the project was re-sited and designed in order to reduce tree removal, resulting in the preservation of two Monterey cypress trees, #53 and #58. The remaining four trees are in the immediate footprint of the proposed residence. The Forest Management Plan states that the trees are generally in poor condition structurally due to crown fragmentation, limb dieback, or uprooting, and would not be safe to retain when any development occurs near them, due to soil disturbance. Therefore, alternatives such as re-siting, re-design, and reduction in development would not be successful in saving these trees.

f) CIP section 20.146.060.D.6 requires replanting on a 1:1 basis of all trees greater than 12 inches in diameter. This is incorporated as Condition No. 13, which requires replanting of three Monterey cypress and one Monterey pine.

g) To ensure that trees not being removed are protected through the construction process, and protected in accordance with the forester's recommendations, Condition No. 14 is applied. This condition requires

the applicant install and implement tree protection measures recommended in the Forest Management Plan, provide photos documenting that the tree protection has been installed prior to commencement grading or construction permits, and verify if tree protection has been successful or if follow-up remediation measures or additional permits are required after construction.

h) Staff conducted site inspections on May 4, 2021, September 15, 2021, and July 26, 2024, to assess the visual character of the trees proposed for removal.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

6. FINDING: **CULTURAL RESOURCES –** The project is consistent with the applicable policies to protect Cultural Resources in the Carmel Area Land Use Plan (LUP) and with implementing regulations in the County of Monterey Coastal Implementation Plan (CIP).

EVIDENCE: a) County of Monterey GIS identifies the property as being within 750 feet of known archaeological resources and having a high sensitivity for the presence of archaeological resources. In accordance with 20.146.080.B, an archaeological report (LIB210216) was prepared by Patricia Paramoure Archaeological Consulting (PPAC) which included archival research; a surface field survey within the project site; evaluation of field findings and potential project impacts; and management recommendations. PPAC also prepared a supplemental letter report dated April 5, 2024, evaluating the installation of the sewer line along the access and utilities easement, which runs along the subject property and continues south through APNs 241-182-004-000, 241-182-005-000, and 241-182-006-000. In conducting its analysis, the County also reviewed available archaeological reports for projects in the vicinity, including a Preliminary Archaeological Assessment (HCD-Planning File No. LIB210182) prepared by Brenna Wheelis of Paleowest evaluating APNs 241-182-006-000, and a letter report (HCD-Planning File No. LIB100282) prepared by Gary S. Breschini, Archaeological Consulting evaluating APNs 241-182-004-000 and 241-182-005-000.

b) As outlined in the PPAC archaeological report LIB210216, seven previously recorded cultural resources are located within 0.25 mile of the project site. One mapped site, CA-MNT-1348, overlaps with the access and utilities easement where the proposed sewer line and paving of the existing private access roadway would occur. The recorded site occupies several properties, and the extent/location of any specific resources associated with it is not known. The resource contains precontact shell midden, and citing previous work by Gary Breschini conducted in 2017, Brenna Wheelis' report (LIB210182) describes the resource as a possible late period coastal gathering site.

c) Residence. After a records search and field reconnaissance, PPAC's 2021 preliminary archaeological report concluded that there was no evidence of archaeological resources on the subject property, therefore, the archaeologist concluded that no archaeological impacts would be anticipated. However, in line with the County's requirements for

negative archaeological reports, recommended that work be halted and a qualified archaeologist contacted to inspect the find if construction activities expose unanticipated resources. These are included in Mitigation Measure CUL-3 (Condition No. 20) and Condition No 3.

d) Sewer Line and Roadway. The proposed sewer line excavation and paving of the existing private access roadway run through a more archaeologically sensitive area, and during PPAC's field reconnaissance in 2024 the archaeologist identified three fragments of abalone shell, likely evidence of the site CA-MNT-1348 within the recorded access and utilities easement in the general vicinity of where the sewer line and access driveway paving are proposed to be installed. Therefore, this report recommends:

- That archaeological monitoring take place during trench excavations within the easement corridor, and within 50 feet of the boundary of the resource;
- That the field archaeologist present an archaeological sensitivity training to all construction personnel involved with the sewer line excavations in the monitoring area
- If buried resources are encountered during subsurface construction related excavations, operations shall stop within 50 feet of the find, and a qualified archaeologist be contacted to assess the find and give appropriate recommendations for treatment, including appropriate mitigation as appropriate.

The mitigation measures contained in the archaeological survey prepared for the site have been incorporated as conditions of approval pursuant to CIP section 20.146.090.D.1.a. The recommendation for a monitor is included in Mitigation Measure CUL-2 (Condition No. 19) and the recommendation for archaeological sensitivity training is incorporated as Mitigation Measure CUL-1 (Condition No. 18). Recommendation regarding stopping work procedures and the formulation of mitigation if any resources are incorporated and detailed through the County's positive archaeological site Condition No. 3, Mitigation Measure CUL-3 Cultural Resources Stop Work Procedures (Condition No. 20), and CUL-4 Archaeological Mitigation Plan (Condition No. 21). The Cultural Resources stop work procedures expand the radius in which work would halt from 50 feet to 50 meters (165 feet), incorporating the feedback of the Ohlone/Costanoan Esselen Nation (OCEN) received during the tribal consultation process. After sewer line installation the existing private access roadway would be paved. The paving scope of work does not add any additional archaeological impacts beyond those already contemplated and mitigated for in analyzing the sewer system.

e) Sewer Line, cont'd. The Wheelis' report (LIB210182) which analyzed Assessor's Parcel Number (APN) 241-182-006-000, one of the properties where the access and utilities easement is located contained similar analyses and conclusions to the PPAC report prepared for the project. This report included archival research, a pedestrian reconnaissance, and subsurface testing including four auger boring and one shovel test pit. The report identified one isolated flaked stone debitage fragment and two shell fragments, however it stated that because they lacked anthropogenic associations and data potential, they

were considered insignificant finds, concluding "Auger testing and an intensive pedestrian survey did not encounter evidence of the previously recorded site MNT-1348 site." The report continues, "However, the lack of evidence from the auger testing and pedestrian survey does not conclusively confirm that the site has been completely destroyed in the Project parcel." Therefore, that report recommended a cultural sensitivity training, archaeological monitoring, and halting work if any human remains are identified, similar to the recommendations of the PPAC report. This report also recommended tribal cultural monitoring for ground disturbing activities on APN 241-182-006-000. Tribal Cultural Monitoring was recommended during the County's tribal consultation process and incorporated as Mitigation Measure TR-CUL-1 (Condition No. 22)

f) Water Treatment System. The installation of the Centralized Water Quality Treatment System is an alteration to the existing mutual water system, including minor plumbing modifications such as valves, filters, and meters. This system would not require significant ground disturbance; therefore, it would not have significant potential to impact cultural resources. Additionally, a letter report prepared by Gary S. Breschini, Archaeological Consulting, evaluating Assessor's Parcel Numbers 241-182-004-000 and 241-182-005-000 was prepared to analyze the construction of the test well in 2010 for the mutual water system on that property. The report concludes there was no evidence of potentially significant cultural materials. Therefore, the report recommended that the well not be delayed for archaeological reasons. Therefore, alterations to the existing constructed Mutual Water System similarly would similarly not impact archaeological resources.

g) CIP section 20.146.090.D.3 requires that projects be designed to avoid identified archaeological resources, and section 20.146.090.D.4 states that when impacts to an archaeological site cannot be avoided, an archaeological mitigation plan with preservation measures is required. LUP policy 2.8.3.4 also emphasizes avoiding or substantially reducing impacts to sites, rather than excavation and removal of resources. For the archaeological mitigation plan, a final report prepared by the archaeologist documenting the results of the preservation activities would also be required. Mitigation Measures CUL-1 through CUL-4 (Condition No. 18 through 21), along with Condition No. 3 work in conjunction to ensure that the project is consistent with these requirements:

- CUL-1 (Condition No. 18) Cultural Resources Awareness Training shall ensure that construction crews for the most archaeologically sensitive areas of the project be trained to identify resources so that work can be halted appropriately if anything is found;
- CUL-2 Archaeological Monitor (Condition No. 19) would require that an archaeological monitor be present during the most archaeologically sensitive areas of the project to stop work and evaluate any finds, and that an on-call archaeologist be available for any activities not actively being monitored by an archaeologist;
- CUL-3 (Condition No. 20) Cultural Resources Stop Work Steps and County standard condition PDP003(B) (Condition No. 3) establish clear procedures on halting work and the required steps if

any previously unknown resources or human remains are encountered; and

- CUL-4 (Condition No. 21) would require an archaeological mitigation plan be prepared if any resources are identified, as well as considering the input of the tribal cultural monitor in the disposition of any resources. The mitigation specifies that avoiding shall be pursued prior to consideration of excavation and recovery, consistent with LUP policy 2.8.3.4.

h) There are no known paleontological resources on or near the site. Nevertheless, Condition No. 16 is applied, which shall require that in the event that a potential paleontological resources is encountered during construction, work would be halted within 50 meters (165 feet) of the find until a qualified professional can evaluate the find. This condition ensures that the project would not impact such resources, and consistency with CIP sections 20.146.090.D.3 and 4 as they relate to paleontological resources.

i) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

7. FINDING: **HAZARDS AND DEVELOPMENT WITHIN 50 FEET OF A COASTAL BLUFF –** The project is consistent with the Carmel Area Land Use Plan (LUP) policies addressing hazardous areas and development in proximity to coastal bluffs, and their implementing regulations in the County of Monterey Coastal Implementation Plan Part 4, Regulations for Development in the Carmel Area Land Use Plan (CIP).

EVIDENCE:

a) The project includes development within 50 feet of a coastal bluff, and site grading 700 cubic yards of cut, with 390 cubic yards of fill, resulting in 310 cubic yards of net export. Approximately 3,095 square feet of this grading would occur on slopes in excess of 30%.

b) Geological and Geotechnical Reports. LUP Specific Policy 2.7.4.3 and CIP section 20.146.080.B.1 require that all development within 50 feet of a cliff or bluff requires preparation of a geologic report prior to consideration of the proposed project. In conformance with these requirements, coordinated preliminary and final geological (HCD-Planning File Nos. LIB210218 and LIB240060), and geotechnical (HCD-Planning File Nos. LIB210219 and LIB240059) reports have been prepared for the project by Easton Geology, Inc., and Rock Solid Engineering, Inc., respectively. The preliminary versions generally assessed the suitability of the site for single-family residential development, while the final versions contained more detailed hazards analysis and recommendations.

c) Relative to its geological context, the property is situated on a tall granitic bluff between Highway 1 and the ocean, just north of Wildcat Cove. The bluff was formed over thousands of years through combined geologic processes of fluctuations in sea level, tectonic uplift, and base surf erosion. As previously discussed, grading that created the building pad occurred sometime in the 1960s. The preliminary geotechnical investigation characterized the soil profile as generally consisting of fill,

colluvium, and highly weathered granite that becomes less weathered and stronger with depth. Artificial fill was encountered on the west side of the graded pad.

d) In its conclusions, the geological report (LIB240059) stated that the primary geological concerns for the site are slope instability, long-term coastal erosion, and seismic shaking. These hazards are discussed in subsequent Evidences "e" through "g" and in detail in the Initial Study prepared for the project. In summary, both the geological and geotechnical reports considered the site suitable for a single-family residence, provided that the recommendations within them were followed. These included criteria for site preparation, grading, foundations, and other improvements; either siting the residence landward of a projected 100-year bluff setback or embedding of foundations below the projected 100-year bluff erosion profile; direction of concentrated drainage away from the ground surface or steep slopes to prevent shallow landsliding or ponding; and review of grading and foundation plans. The proposed project includes a foundation system consisting of soil nails and micro-piles that embed below the 100-year bluff erosion profile, keeping with the geologist and geotechnical engineers' recommendations. To ensure the geologists' and geotechnical engineers' recommendations are adhered to, Conditions Nos. 10 and 11 are incorporated, which would require that the applicant record a notice on the property stating that all development shall be in accordance with the geological and geotechnical reports. Additionally, Monterey County Code section 16.08.110.D shall require that recommendations included in soil engineering reports be included into grading plans and specifications.

e) Slope Instability. Strong ground shaking can cause landslides or slope failure. The geological report states that while deep landsliding is possible, the initiation of new large landslides is exceedingly rare and relatively uncommon in granodiorite. In their on-site investigation, the geologist saw no indicators of previous slides on the site, such as scarps, large bowl-shaped swales, or "hummocky" topography. The geologist concluded that improvements too close to the bluff would have a high risk of damage resulting from bluff instability; however, the likelihood of retreat to impact these improvements is low, provided any improvement is well-founded below the 100-year bluff profile mentioned above, or adequately setback from the bluff. In this case, the proposed project incorporates a foundation design that would penetrate below the 100-year projected bluff profile. The geotechnical report also included a quantitative slope stability analysis, which indicated that the soil condition and granite slopes meet or exceed the industry standard minimum safety factors for slope failures above weathered granite. Similar to the geological report, the geotechnical report recommends either siting improvements landward of the 100-year bluff setback or embedding their foundations below the 100-year bluff profile to address landslides. Both reports emphasized controlling and not directing drainage toward the steep bluff to prevent erosion and avoid impacts bluff stability. The civil engineer also wrote a letter dated September 20, 2024 describing how the drainage system has been designed to not

accelerate erosion, by using rock spreader trenches and multiple points of release, so that the flow of stormwater's velocity is reduced and it isn't concentrated on any one area.

f) Long-term Coastal Erosion. In accordance with LUP Policy 2.7.4.7, the geologic report includes an analysis of cliff geometry, historic bluff retreat, and foreseeable cliff erosion. The geologist evaluated aerial photographs of the site dating back to 1929, and conservatively estimated that historical bluff retreat has been one foot every 10 years. Using this projection, retreat of the bluff face would be approximately 10 feet over the next 100 years. While not necessarily a representative sample, between 2010 and 2016 retreat of the bluff face near the site was significantly less, approximately one-tenth of a foot in 10 years, indicating retreat rates along the granitic coast at the site are very slow. Sea level rise does have the potential to accelerate coastal erosion, however the report concludes that due to the site's very low bluff erosion rate, a hypothetical erosion rate increase of 25% over the next century (erosion would total approximately 12.5 feet over the next 100 years) would have a negligible impact over the lifetime of the project. The geologist's bluff retreat analysis also included retreat from potential rock topple or sliding along dipping joint planes. Using these factors, the geologist mapped a geologically feasible building envelope but indicated that development seaward of this envelope would be feasible provided that foundation improvements were installed below the 100-year anticipated bluff retreat profile. Portions of the proposed development are within this geologically feasible building envelope, while much of the residence is seaward of it. Consistent with the geologist's recommendation, the project includes a micro-pile foundation that would be installed below the 100-year anticipated bluff retreat profile.

g) Seismic Shaking. Ground shaking is the soil column's response to seismic energy transmission. Ground shaking caused by earthquakes is a complex phenomenon, and transmission of earthquake vibrations into buildings from the ground can structurally damage them. The geological report states that seismic shaking will be strong during the next major earthquake along local fault systems, and that the controlling reference for the property's seismic design criteria was the nearby San Gregorio-Hosgri fault, which is approximately three miles west of the site. The geologist included recommendations for seismic design factors, including the anticipated earthquake magnitude of M_w 7.0, an expected strong shaking duration of 14 seconds, and a "ground acceleration" factor of 0.80g. The geotechnical engineer stated that all proposed structures would be designed with the corresponding seismic design parameters in accordance with the California Building Code, and included recommendations for grading and site preparation, drainage, utility trenches, and the foundation system. The recommendations of both reports ensure that ground shaking would not significantly impact structures or occupants, and incorporation of the County's standard notice of report Conditions No. 10 and 11 and the grading and building permit processes would ensure these recommendations are adhered to.

h) LUP Policy 2.7.3.1 requires that development be sited and designed to minimize risk from geologic, flood, and fire hazards; and those areas of the parcel subject to high hazards be generally considered unsuitable for development. Where development is proposed in high-hazard areas, a geotechnical report shall be required prior to the County's consideration of the project. As discussed above, coordinated geological and geotechnical reports have been prepared to address geotechnical hazards, and recommendations for a deep foundation system have been incorporated. The proposed residence has been sited centrally on the flattest portion of the property, and during the development review process, was re-sited landward 21 feet further away from the bluff. Therefore, the development has been sized and designed to minimize geologic hazards. The project includes a turnaround area for fire trucks in the auto court. Due to the constraints of the site, including the hairpin turn required to access the driveway leading to the site and the narrowness of the driveway easement, a secondary means of egress is included in the form of an emergency fire access stairway. Therefore, the development has been sized and designed to minimize fire and geologic hazards.

i) On October 28, 2024, the County received a geotechnical/geologic peer review letter from Rutan and Tucker, LLP prepared by Cornerstone Earth Group as a public comment on the project. The peer review letter had specific comments on the technical analysis and methodology of the geologic and geotechnical reports prepared for the project. Easton Geology Inc and Rock Solid Engineering Inc (the geologist and geotechnical engineer for the project) provided response letters addressing the peer review comments. The comments are highly technical and in the realm of the project geologist and engineer. However, County staff reviewed the submitted letter and reports prepared for the project, and don't believe they identify any new hazards or affect the conclusion that the site is suitable for the proposed use. At this time staff have accepted the final geological (HCD-Planning File Nos. LIB210218 and LIB240060), and geotechnical (HCD-Planning File Nos. LIB210219 and LIB240059) report.

j) In accordance with LUP Policy 2.7.3.4, projects shall be conditioned requiring the owner to record a deed restriction describing the nature of identified hazards and long-term maintenance requirements. LUP Policy 2.7.4.10 states that revetments and sea walls shall only be allowed for the protection of existing (rather than new) development. Therefore, Condition 17 is recommended requiring the applicant to record a deed restriction identifying that the site is subject to coastal hazards, assuming the risks of such development, waiving liability, indemnifying the County of Monterey for any damages due to coastal hazards, prohibiting future coastal armoring, requiring further geotechnical analysis evaluating whether existing development is safe should land sliding or bluff erosion threaten it, and re-location/removal should the development become unsafe without the installation of new sea walls or shoreline protective structures.

k) LUP Policy 2.7.4.1 requires that all development be sited and designed to conform to site topography and minimize grading and other site

preparation activities. The residence and improvements have been centrally sited on the flattest portion of the property, and over the course of review, the project has been re-designed to bring it into conformance with this policy. The previous version of the project considered by the Planning Commission in October 2024 would have required grading a large portion of the steep area on the eastern half of the project site sloping upward to Highway 1 flat to accommodate the design, including portions of the residence, site improvements, and an approximately 26 foot tall retaining wall parallel to Highway 1. Grading and site preparation for the previous design estimated approximately 2,270 cubic yards of grading cut and 395 cubic yards of full, resulting in a net cut/export of 1,875 cubic yards. Grading has been dramatically reduced in the approved plans, much better respecting the existing form and topography of the site. The estimated quantity of grading for the revised proposal is 700 cubic yards of cut, with 390 cubic yards of fill, resulting in 310 cubic yards of net export. This reduces net export by 83%.

l) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

8. FINDING: **DEVELOPMENT ON SLOPES –** There is no feasible alternative which would allow development to occur on slopes of less than 30 percent.

EVIDENCE:

a) The project includes approximately 3,095 square feet of development on slopes, 500 square feet of which is for the residence and 2,595 for the associated site improvements. Title 20 section 20.64.230 prohibits development on slopes in excess of 30 percent unless a finding can be made that either there is no feasible alternative which would allow development to occur on slopes of less than 30 percent; or the proposed development better achieves the goals, policies and objectives of the County of Monterey Local Coastal Program than other development alternatives. In this case, there is no alternative to avoid development on slopes.

b) The only contiguous area of the site not on slopes in excess of 30 percent is a narrow pad graded in the 1960s (approximately 1,875 square feet). Remaining areas to the east and west are highly constrained by a coastal bluff and steep slopes. This extremely constrained site, combined with the narrow width, makes it unavoidable to construct a residence and associated site improvements without developing on slopes in excess of 30 percent.

c) Alternative designs have been considered in the course of review, and the project has been re-designed to minimize development on slopes to the extent feasible. Between the project scope considered at the October 2024 Planning Commission meeting and the proposed project, the development on slopes was reduced from approximately 6,758 square feet to 3,095 square feet, a reduction of 3,663 square feet or approximately 54%.

d) The re-designed project substantially reduced the originally considered project's portion of the residence that would be on slopes. The residential footprint in the new design is pulled inward toward the flat

portion of the site by 7 feet and 10 inches on the northwest elevation, 21 feet on the southwest elevation, and 10 feet on the northeast elevation. This resulted in a reduction of 948 square feet on slopes (from 1,448 to 500 square feet), or 65%. The footprint of the proposed residence is 30 feet and 6 inches wide, which is wide enough for an entryway and two parking spaces (a single-car garage and a covered carport). The two parking spaces are required to meet the minimum off-street parking requirements of the zoning ordinance.

e) Proposed development on the sloped southeastern portion of the site consists of an autocourt with a fire truck turnaround and access easement area for the mutual water system well, an emergency access stairway, as well as stepped retaining walls seaward of the turnaround. The autocourt is necessary to allow both the fire truck turnaround and access for maintenance vehicles, a well pump rig, and a well drill rig to the well site when necessary. The retaining walls are necessary to keep this area level, and the emergency access stairway provides a secondary means of egress in case of emergency.

f) Northeast of the residence contains a septic tank and pump necessary for wastewater service and sited in a way to meet the minimum setback requirements in Monterey County Code Chapter 15.20 Sewage Disposal: 5 feet between the tank and structures (retaining wall) and 100 feet from the tank to a body of water (the Pacific Ocean).

g) An area east of the residence would be graded for a trash and utility enclosure, which is necessary to provide the utility enclosure includes an electrical service panel and trash enclosure which are necessary to provide utility services to the project.

h) In accordance with CIP section 20.146.120.A.6, Condition No. 12 is applied, which shall require that the applicant record a conservation and scenic easement over portions of the property with slopes in excess of 30%. The general location of the easement is Attachment 4 to this resolution, and would include those sloped areas west, northwest, southwest of the residence between it and the Pacific Ocean; exclude the development approved in this permit; exclude areas east of the residence between it and Highway 1; and exclude areas south and southeast of the residence.

i) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN210061.

9. FINDING: **CEQA (Mitigated Negative Declaration)** - On the basis of the whole record before the County of Monterey Planning Commission, there is no substantial evidence that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. The Mitigated Negative Declaration reflects the independent judgment and analysis of the County.

EVIDENCE: a) Pursuant to Public Resources Code Section 21083, and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2), the Lead Agency shall conduct environmental review in the form of an Initial Study to determine if the Project may have a significant effect on the environment, and shall prepare a Negative

Declaration (in this case a Mitigated Negative Declaration) if there is no substantial evidence that the Project or any of its aspects may cause a significant effect on the environment.

b) County of Monterey, as lead agency, prepared an Initial Study and Mitigated Negative Declaration in accordance with the CEQA Guidelines. The Initial Study and Mitigated Negative Declaration are on file in the offices of HCD-Planning and is hereby incorporated by reference (HCD-Planning File No. PLN210061); was filed with the County Clerk on July 11, 2024; and was circulated for public review from July 11, 2024, through August 12, 2024 (State Clearinghouse Number 2024070467).

c) The Initial Study identified potentially significant effects (see subsequent Evidence "e"). However, the County's standard regulatory process, applicable standard conditions of approval, and the applicant's agreement to implement mitigation measures either avoid the environmental effects or mitigate them to a point where clearly no significant effects would occur. Evidence received and considered includes: the application, technical studies/reports, staff reports that reflect the County's independent judgment, and information and testimony presented during public meetings and hearings. These documents are on file in HCD-Planning (HCD-Planning File No. PLN210061) and are hereby incorporated by reference. Based upon the analysis of the Initial Study, HCD-Planning prepared a Mitigated Negative Declaration.

d) As discussed in section IV of the Initial Study, no impacts were identified for IV.1 Agriculture and Forest Resources, IV.2 Mineral Resources, IV.3 Population/Housing, IV.4 Public Services, or IV.5 Recreation.

e) As discussed in section VI of the Initial Study, impacts to the following resource areas would be less than significant with the application of uniformly applicable regulations, permitting requirements, and conditions of approval for development projects: VI.1 Aesthetics, VI.3 Air Quality, VI.4 Biological Resources, VI.6 Energy, VI.7 Geology and Soils, VI.8 Greenhouse Gas Emissions, VI.9 Hazards and Hazardous Materials, VI.10 Hydrology and Water Quality, and VI.13 Noise, and VI.17 Transportation, and VI.19 Utilities and Service Systems.

f) Additionally, as discussed in section VI of the Initial Study, potentially significant impacts were identified for the following resource areas: VI.5 Cultural Resources, VI.11 Land Use and Planning, VI.18 Tribal Cultural Resources, VI.19 Utilities and Service Systems, and VI.21 Mandatory Findings of Significance. As previously discussed, while there is no evidence of resources on the site where the house is proposed, a mapped archaeological site (CA-MNT-1348) overlaps with the access and utilities easement. The project includes excavation of a new sewer line in this vicinity. The disturbance, destruction or improper handling of unique archaeological resources, tribal cultural resources, or human remains would be a potentially significant impact. Inconsistency with the LUP policies and their implementing regulations in the County of Monterey Coastal Implementation Plan (CIP) protecting archaeological resources would also be a potentially significant impact. However, considering the archaeological reports discussed in Finding No. 6,

Cultural Resources, and the results of the tribal consultation process, discussed in subsequent Evidence "g" through "i", mitigation measures and the County's standard condition of approval for positive archaeological sites are incorporated into the project that reduce these impacts to less a than significant level. These mitigation measures are summarized in subsequent Evidence "j".

g) Pursuant to Public Resources Code section 21080.3.1 et seq., County of Monterey HCD–Planning initiated consultation with local Native American tribes. The County received responses requesting consultation from the Ohlone/Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County. The County conducted consultation with the OCEN on July 28, 2023, and the Esselen Tribe of Monterey County on July 31, 2023. Neither of these consultation meetings identified evidence of any specific tribal cultural resources onsite, and the County did not receive requests for consultation from any other tribes. The Esselen tribe's written request for consultation included a request for a phase II subsurface archaeological evaluation of the site, preconstruction training regarding tribal cultural resources for all project personnel, and tribal monitoring of all ground disturbance.

h) After these initial consultation meetings, the County requested a supplemental archaeological assessment be prepared for the project to address the proposed sewer line running in the existing access and utilities easement through Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000. Therefore, the County reached out to both tribes that had previously participated in consultation, the Ohlone/Costanoan Esselen Nation (OCEN) and the Esselen Tribe of Monterey County, on May 8, 2024, to see if they had any questions, concerns, or additional input on the project. Subsequent consultation meeting was conducted with OCEN on May 14, 2024. OCEN sent a follow-up letter in requesting that a tribal monitor be present on excavation, soil disturbing tests on positive archaeological sites, and removal of oaky trees; reburial of ancestral remains and artifacts; return of cultural items to OCEN rather than placement in a museum or public facility; copies of all archaeological reports/surveys; use of an OCEN affiliated monitor; and a 50 meter buffer surrounding any ancestors remains or cultural disturbances. The Esselen Tribe of Monterey County did not provide any additional input on the project or comment on the Initial Study during the public circulation period.

i) The recommendation regarding pre-construction training and tribal cultural monitoring has been considered and incorporated into mitigation measures CUL-1 (Condition No. 18) and TR-CUL-1 (Condition No. 22). Additional subsurface investigation was determined not to be warranted for the project, as subsurface testing has already been performed for CA-MNT-1348 and the mitigation measures for the project reduce any potential impacts to cultural or tribal cultural resources to a less than significant level, and the 50-meter stop work buffer recommended by OCEN was incorporated into CUL-3 (Condition No. 20).

j) Mitigation Measures CUL-1 through CUL-4 and County standard condition of approval PDSP003(B), as well as the tribal cultural monitor Mitigation Measure TR-CUL-1 Tribal Cultural Monitor below, would

mitigate impacts to both Cultural Resources and Tribal Cultural Resources to a less than significant level. CUL-1 through CUL-4 (Condition Nos. 18 through 21) and PDSP003(B) (Condition No. 3) are described in Finding No. 6, Evidence "g", and TR-CUL-1 (Condition No. 22) shall require a tribal cultural monitor be present for earth work and ground disturbance. Taken together, these mitigations and condition ensure construction crews are trained regarding cultural resources, that appropriate archaeological and tribal cultural monitoring is in place, that if any previously unknown resources are discovered that work is halted appropriately, and that any resources are discovered that a mitigation plan be formulated and carried out as required by County of Monterey Coastal Implementation Plan section

k) All Project changes required to avoid significant effects on the environment have been incorporated into the Project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with County of Monterey regulations, is designed to ensure compliance during Project implementation, and is hereby incorporated herein by reference. The applicant must enter into an "Agreement to Implement a Mitigation Monitoring and/or Reporting Plan" as a condition of Project approval (Condition No. 5).

l) Analysis contained in the Initial Study and the record as a whole indicate the Project could result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Wildlife (CDFW) regulations. All land development projects that are subject to environmental review are subject to a state filing fee plus the County recording fee, unless CDFW determines that the Project will have no effect on fish and wildlife resources. In this case, for purposes of the Fish and Game Code, the Project may have a significant adverse impact on the fish and wildlife resources upon which the wildlife depends. The Initial Study was sent to CDFW for review, comment, and recommendation of necessary conditions to protect biological resources in this area. Although no comments from CDFW have been received, the Project will be required to pay the state fee plus a fee payable to the County of Monterey Clerk/Recorder for processing said fee and posting the Notice of Determination.

m) Pursuant to CEQA Guidelines Section 15073(e), no public agencies submitted comments on the Initial Study and Mitigated Negative Declaration.

n) One comment letter on the Initial Study was received within the public circulation period, by Matthew D. Francois of Rutan & Tucker, LLP on behalf of the owner of the property at 230 Highway 1. However, none of the contentions raised in the letter require recirculation pursuant to CEQA Guidelines section 15073.5. While responses to comments received on a Mitigated Negative Declaration are not required under CEQA, responses to some of the key contentions are detailed in subsequent Evidences "o" through "z" below, as well as how the Initial Study has been clarified, amplified, or corrected to address them.

o) Geological Hazards. Page 3 of the letter states that the "geological concerns" identified in the Initial Study are environmental impacts, and

that the study fails to identify this or impose any mitigation. However, these subject areas are fully analyzed in the Initial Study, which concludes that they would cause less than significant impacts.

p) Conditions of Approval. Page 4 of the letter states that incorporation of conditions of approval as part of a project to avoid environmental impacts rather than mitigation measures is inappropriate. As a best practice of writing mitigation measures, the County avoids re-stating federal, state, or local requirements as mitigation. The conditions are described in section II.A of the Initial Study as standard requirements that are incorporated into and part of the project, rather than mitigation measures. Finally, all conditions of approval and mitigation measures shall fully enforceable in accordance with CEQA Guidelines section 15126.4(a)(2). As previously stated, the applicant shall be required by Condition No. 5 to enter into a Condition of Approval and Mitigation Monitoring and Reporting Plan.

q) Deed Restriction. Pg. 4 of the letter also states that the County is taking an extreme measure of requiring a condition that development be re-evaluated if/when it becomes threatened by coastal hazards, as much of the development is seaward of the 100-year bluff setback. The referenced deed restriction condition is in addition to requiring that the development have foundations penetrating below the 100-year bluff profile per the geologists' and geotechnical engineers' recommendations. This condition has been applied based on LUP policy 2.7.3.4, and similar armoring prohibition conditions have been applied to other sites subject to coastal hazards in the County's coastal zone, including PLN210093, PLN210228, and PLN230064.

r) Landslides. Page 5 of the letter identifies an inaccuracy in section VI.7(a.iv and c) on Page 62 of the Initial Study, which identified that there are no indicators of landslides in the area. This has been corrected as a landslide occurred south and west of the project site at 255 Highway 1.

s) Roadway Improvements. Page 6 of the letter states that the Initial Study fails to consider the impacts of necessary roadway, storm drain, and water treatment system improvements. The storm drainage and water system improvements are appropriately analyzed within the Initial Study. The Initial Study did not include the paving of the access roadway to the property. However, the project description has been corrected in Section II.A, pages 2 and 11. However, as such improvements are limited to paving an existing access roadway within an existing roadway easement, where a roadway is presently constructed, they would not introduce any new environmental effects or increase the severity of any previously identified and analyzed environmental effects.

t) Drainage. Page 6 of the letter states that the Initial Study inappropriately defers analysis of the drainage and system to the ministerial stage of review. However, grading, drainage, and erosion control plans were submitted and reviewed by HCD-Environmental Services as part of the planning entitlement process. The civil engineer Guy R. Giraudo, Landset Engineers, Inc., also wrote a letter dated September 20, 2024, describing how the drainage system has been designed in a manner that

would not accelerate erosion. Section VI.7(b) of the Initial Study, Page 63 has been clarified and amplified to add this additional information.

u) Construction Schedule. Page 7 of the letter states that the Initial Study has an inconsistent construction schedule, with one section stating the estimated construction duration is 12 months, and another that the construction schedule is estimated at 24 months. The estimated construction schedule is 24 months, and this information has been corrected in Section II.A of the Initial Study, Page 10.

v) Cultural Resources. Page 10 of the letter states the mitigation measure CUL-4 (Condition No. 21), which requires an Archaeological Mitigation Plan if any resources are identified in the course of construction, is inconsistent with the CIP as CIP section 20.146.090.D.3 requires avoidance of archaeological resources; and inappropriately defers the mitigation, because the Initial Study does not explain why it is not practical/feasible to prepare a mitigation plan now, and the mitigation measure lacks specific performance standards. This mitigation is consistent with the CIP. While CIP section 20.146.090.D.3 states development on cultural sites shall be required to avoid impacts to such cultural sites by project design, CIP section 20.146.090.D.4 addresses where construction to an identified archaeological site cannot be avoided, a mitigation plan shall be required. These two sections operate together, with avoidance being required first, and a mitigation plan if avoidance cannot be avoided. CEQA statute section 21083.2.(i) specifically states that an agency may make provisions for sites accidently discovered during construction as part of its mitigation. It would also not be feasible to prepare an Archaeological Mitigation Plan at this point, as the concentration, significance, and tribal and recommendations regarding the disposition of any unknown subterranean resources could not be assessed unless resources are discovered in the course of construction. The mitigation measure also includes two specific performance measures for determining if the resource is unfeasible to avoid, that developing the site with a single-family residence and associated utilities entirely or result in a reduction of square footage of 10% of the single-family dwelling and attached garage.

w) Hydrology. Page 11 of the letter states that the storm drain system would likely result in significant, unmitigated impacts to erosion and flooding. However, the recommendation of the geologist and geotechnical regarding drainage will be required to be adhered to through Condition Nos. 10 and 11, and pursuant to Monterey County Code Chapters 16.08 and 16.12; the applicants prepared grading, drainage, and erosion control plans which were submitted and reviewed by HCD-Environmental Services as part of the planning entitlement process; and the project civil engineer described how the drainage system would function to prevent excessive erosion in a letter dated September 20, 2024.

x) Tribal Cultural Resources. Page 12 of the letter states that an EIR is required as there is a very high likelihood of impacts to tribal cultural resources, and tribal representatives requested phase II archaeological assessments for the project, which were not required of the project

applicant. However, in exercising its independent judgement, the County determined that additional subsurface investigation was determined not to be warranted for the project, as subsurface testing has already been performed for CA-MNT-1348 and the mitigation measures for the project reduce any potential impacts to cultural or tribal cultural resources to a less than significant level. It would not be feasible for phase II testing to rule out the possibility of a significant resource at this time, as that would entail essentially trenching the entirety of the sewer line. Additionally, the project archaeologist provided a letter dated September 4, 2024, stating that they do not believe additional subsurface testing is warranted, and due to the limited scope of disturbance, a sewer line trench approximately 18 inches wide by 24 inches deep, additional archaeological excavation may cause more impact to the site than the project itself. Section VI.5(b and c), Page 48 of the Initial Study has been amplified with the analysis from this letter.

y) Construction Hours. Page 12 of the letter requests confirmation on whether construction work would comply with Monterey County Code, as it isn't in the draft construction management plan. This have been confirmed.

z) Additional Corrections. Footnote 6 on page 4 of the letter notes that the figure numbers (on Page 60) of the Initial Study are incorrect. These have been corrected. Additionally, on page 11 of the Initial Study, the Variance description has been removed as that is no longer part of the project.

aa) The Planning Commission finds that there is no substantial evidence supporting a fair argument of a significant environmental impact. Pursuant to CEQA Guidelines section 15064(f)(4), public controversy over the environmental effects of a project alone does not trigger an EIR. The Planning Commission has considered the application, public comment, technical studies/reports, the staff report that reflect the County's independent judgment, and information and testimony presented during public hearing and finds that 1) there is no new substantial evidence submitted to the Lead Agency indicating either inaccuracies or that the proposed project may have a significant effect on the environmental; and 2) that Mitigated Negative Declaration properly analyzes the project's potential impacts. See the evidence of this Finding and Finding Nos. 1 through 8 and the supporting evidence referenced in each respective Finding.

bb) Other minor modifications were made to the Initial Study after the October 30, 2024 Planning Commission hearing, all of which are in redline strike through and underline in order to update the project description information reflecting the revised design, the change to Condition No. 28 from the October hearing (which removed a requirement that the applicant submit evidence of permission to connect to the Highlands Point Association to HCD-Planning), and correct figure numbers.

cc) All of these modifications were made in redline strike through and underline in the Initial Study, and none substantially revised the document as to require recirculation as detailed in CEQA Guidelines section 15073.5. CEQA Guidelines section 15073.5(c)(2) indicates that

recirculation is not required when project revisions are added in response to comments on a projects effects which are not new avoidable significant effects, and section 15073.5(c)(4) indicates that it is also not required when new information is added that merely clarifies, amplifies, or makes insignificant modifications to the Mitigated Negative Declaration.

dd) County of Monterey HCD-Planning, located at 1441 Schilling Place, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.

ee) The application, plans and supporting materials submitted by the Project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN210061.

10. FINDING: **PUBLIC ACCESS –** The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: a) No public access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.146.130 of the County of Monterey Coastal Implementation Plan (CIP) can be demonstrated.

b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

c) The subject properties are designated as being inappropriate for beach access in the Carmel Area Land Use Plan (LUP) Figure 3.

d) The property is approximately 140 feet southwest of the visual access point identified in LUP figure 3 and section 5.3.4 as an existing bluff top vista point adjacent to the Carmel Highland Inn and is adjacent to Scenic Highway 1. LUP visual access policies 5.3.3.4.a and 5.3.3.4.c require that visual access to the shoreline from major viewing corridors be protected for visitors and residents alike, and that structures and landscaping installed west of Highway 1 be sited and designed to retain public views of the shoreline and roads. The home is partially visible from the overlook; however, it is heavily obscured from view by existing trees. It would not obstruct views of the rocky promontories and bluffs along the shoreline that are currently visible from the vista point. Additionally, other residences are partially visible from the vista point; accordingly, the proposed project would be consistent with the existing natural landscape and features currently visible from the vista point and would not degrade the visual quality of the area and would not detract from the natural beauty of the scenic shoreline (LUP Policy 2.2.3.1). The project site slopes steeply down from Highway 1 westward, with the edge of the road being at an elevation of approximately 117 feet while the building site is at an elevation of approximately 87 feet. The topmost point of the residence is at an elevation of 106 feet. This is 8 feet below the maximum allowable height of 114 feet and 11 feet below the edge of the road. At this height, visibility of the residence from Highway 1 is minimal, as demonstrated in the photo simulation submitted as part of the project

application and included in the Initial Study prepared for the project. Therefore, the project would not impact visual access either from this vista point or along the Highway 1 corridor.

e) See also Finding No. 4, Visual Resources detailing how the homes would be compatible with the surrounding neighborhood setting.

f) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

11. FINDING: **NO VIOLATIONS –** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) Staff conducted a site inspection on May 4, 2021, September 15, 2021, and July 26, 2024 and researched County records to assess if any violation exists on the subject property.

c) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN210061.

12. FINDING: **APPEALABILITY –** The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE:

a) Pursuant to Section 20.86.030.A of Title 20, an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) Pursuant to Section 20.86.080.A.1 of Title 20, the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and the first through public road paralleling the sea, in this case Highway 1.

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DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1. Adopt a Mitigated Negative Declaration pursuant to Section 15074 of the CEQA Guidelines; and
2. Approve a Combined Development Permit consisting of a:
   a. Coastal Administrative Permit and Design Approval to allow construction of: a, 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
   b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;
   c. Coastal Development Permit to allow removal of four trees, including three Monterey cypress and one Monterey pine;
   d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;
   e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and
3. Adopt a Mitigation Monitoring and Reporting Plan.

All of which are in general conformance with the attached conditions, coastal hazards deed restriction language, project plans, and approximate conservation and scenic easement location, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 28th day of May 2025, upon motion of Commissioner Diehl, seconded by Commissioner Shaw, by the following vote:

AYES: Getzelman, Mendoza, Gomez, Diehl, Hartzell, Gonzalez, Work, Monsalve, Shaw, Roberts
NOES: None
ABSENT: None
ABSTAIN: None

DocuSigned by:
Melanie Beretti
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Melanie Beretti, AICP, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **MAY 30, 2025**.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **JUNE 9, 2025**.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION-MAKING

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BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the County of Monterey Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from County of Monterey HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Form Rev. 1-27-2021

County of Monterey HCD Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN210061

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Combined Development Permit (PLN210061) allows:

a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence with an attached garage, and associated site improvements including an auto-court, access road improvements, patios, an emergency fire access stairway, tiered retaining walls, septic tank, installation of a centralized water quality treatment for the Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;

b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;

c. Coastal Development Permit to allow the removal of four trees, including three Monterey cypress and one Monterey pine;

d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%; and a

e. Coastal Development Permit to allow development within 750 feet of known archaeological resources

The property is located at 226 Highway 1 (Assessor's Parcel Number 241-182-003-000), and off-site improvements are located on Assessor's Parcel Numbers 241-182-004-000, 241-182-005-000, and 241-182-006-000, Carmel Area Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 25-013) was approved by Planning Commission for Assessor's Parcel Number 241-182-003-000 on May 28, 2025. The permit was granted subject to 28 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and HCD - Planning within 24 hours.
- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.
- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist for on-call archaeological services should resources be discovered during construction activities. Submit the letter to the Director of the HCD – Planning for approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

Prior to Final, the Owner/Applicant, per the Archaeologist , shall submit a report or letter from the archaeologist summarizing their methods, findings, and recommendations if their services are needed during construction or if no resources were found.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (HCD- Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.

2) Fees shall be submitted at the time the property owner submits the signed Agreement.

3) Proof of recordation of the Agreement shall be submitted to HCD-Planning.

6. PD011(A) - TREE REMOVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Tree removal shall not occur until a construction permit has been issued in conformance with the appropriate stage or phase of development in this permit. Only those trees approved for removal shall be removed. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to tree removal, the Owner/ Applicant/ Tree Removal Contractor shall demonstrate that a construction permit has been issued prior to commencement of tree removal.

7. PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped and existing vegetative screening maintained. Prior to the issuance of building permits, a landscaping plan shall be submitted to the Director of HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable.

In accordance with Monterey County Coastal Implementation Plan sections 20.146.030.C.1.e and 20.146.030.C.2, the landscaping plan shall retain the existing native trees and vegetation to the maximum extent possible, with new tree plantings being used as a moderate extension of this vegetation. The landscaping plan shall serve as a means of maintaining the scenic quality of the area and visual access. Both any plantings and existing native trees and vegetation shall be preserved as a partial screening of the development from the sensitive viewing corridor of Highway 1 and the scenic overlook northeast of the site. Care shall be taken in planting locations to ensure the screening does not inadvertently obstruct views of the rocky promontories and bluffs along the shoreline from the scenic overlook.

The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan.

Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed:

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by HCD-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Residential Water Release Form and Water Permit Application" to the Monterey Peninsula Water Management District for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to HCD-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and the vegetative screening on the site parallel shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

8. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure:

All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit one (1) copy of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.
(HCD - Planning)

Compliance or Monitoring Action to be Performed:

Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

9. PD016 - NOTICE OF REPORT (FOREST MANAGEMENT PLAN)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Construction Impact Assessment and Tree Management Plan (Library No. LIB210215), was prepared by Ono Consulting on June 17, 2021 and revised on March 15, 2025, and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

10. PD016 - NOTICE OF REPORT (GEOLOGICAL REPORT)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geologic Investigation (Library No. LIB240060), was prepared by Easton Geology, Inc. on December 15, 2022 and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

11. PD016 - NOTICE OF REPORT (GEOTECHNICAL REPORT)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states:
"A(n) Geotechnical Investigation (Library No. LIB240059), was prepared by Rock Solid Engineering, Inc. on December 15, 2022 and is on file in Monterey County HCD - Planning. All development shall be in accordance with this report."
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit proof of recordation of this notice to HCD - Planning.

Prior to occupancy, the Owner/Applicant shall submit proof, for review and approval, that all development has been implemented in accordance with the report to the HCD - Planning.

12. PD023 - CONSERVATION AND SCENIC EASEMENT (SLOPE)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Monterey County Coastal Implementation Plan section 20.146.120.A.6, a conservation and scenic easement shall be conveyed to the County over those portions of the property where the slope exceeds 30% percent.

The easement area shall reviewed and approved by HCD-Planning prior to issuance of grading and building permits. The general intent is that the easement area include steep slopes west and northwest of the proposed residence, and exclude areas east of the residence between it and Highway 1, and exclude areas between the residence and south and southeasterly property lines. The approximate location of the easement is shown in teal in Planning Commission Resolution No. 25-XX Attachment 4.

The easement shall be developed in consultation with certified professional. A conservation and scenic easement deed shall be submitted to, and approved by, the Director of HCD - Planning and accepted prior to issuance of grading or building permits, and by the Board of Supervisors prior to recording the parcel/final map or prior to final inspection or commencement of the use. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to HCD - Planning for review and approval.

Prior to final inspection or commencement of use, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement. Submit a copy of the recorded deed and map to HCD-Planning.

13. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to final of construction permits, the applicant shall replace and or relocate each tree approved for removal as follows:
- Replacement ratio: 3 Monterey cypress and 1 Monterey pine

Replacement tree(s) shall be located within the same general location as the tree being removed. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall submit evidence of tree replacement to HCD -Planning for review and approval. Evidence shall be a receipt for the purchase of the replacement tree(s) and photos of the replacement tree(s) being planted.

Six months after the planting of the replacement tree(s), the Owner/Applicant shall submit evidence demonstrating that the replacement tree(s) are in a healthy, growing condition.

One year after the planting of the replacement tree(s), the Owner/Applicant shall submit a letter prepared by a County-approved tree consultant reporting on the health of the replacement tree(s) and whether or not the tree replacement was successful or if follow-up remediation measures or additional permits are required.

14. PD049 - TREE AND ROOT PROTECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to beginning any tree removal, trees which are located close to trees approved for removal shall be protected from inadvertent damage from equipment or tree removal activity by fencing off the canopy drip-lines and/or critical root zones (whichever is greater) with protective materials. Any tree protection measures recommended by a County-approved tree consultant, in addition to the standard condition, shall be implemented. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to construction or tree removal, the Owner/Applicant/Tree Removal Contractor submit evidence of tree protection to HCD -Planning for review and approval.

After construction or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit photos of the trees on the property to HCD -Planning to document that the tree protection has been successful or if follow-up remediation measures or additional permits are required.

15. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (HCD - Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to HCD -Planning a nest survey prepare by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

16. PDSP001 - PALEONTOLOGICAL STOP WORK

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist/paleontologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist/paleontologist shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist/paleontologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist/paleontologist immediately if paleontological resources are uncovered."

When contacted, the project planner and the archaeologist/paleontologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

17. PDSP002 - BLUFF/COASTAL HAZARDS DEED RESTRICTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: In accordance with Carmel Area Land Use Plan Hazards Policy 3.7.2.4, the owner shall record a deed restriction on the property describing the nature of the properties hazards (Coastal Hazards, including but not limited to waves, storms, flooding, landslide, bluff erosion, and earth movement, many of which will worsen with future sea level rise) and long-term maintenance requirements. The deed restriction shall say the text of Attachment 2 of this resolution, with the Planning Commission resolution number replacing the highlighted placeholder text.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permits, owner/applicant shall record the deed restriction, and provide HCD-Planning with evidence that it has been recorded. Such evidence shall be in the form of a copy of the recorded document with the recorders seal.

18. PDSP003 - CUL-1 - CULTURAL RESOURCES AWARENESS TRAINING

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to ground disturbance for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, or any ground disturbing activities within 50 feet of the boundary of P-27-001377 / CA-MNT-1348, a qualified archaeologist either on the County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall provide an Archaeological Resources Sensitivity Training to all construction personnel involved in these earth disturbing activities. The training shall include information on how to identify potential cultural resources, and the procedures for if unanticipated cultural resources are discovered during the course of work.

Compliance or Monitoring Action to be Performed: CUL-1a: Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the Archaeological Resource Sensitivity training to HCD-Planning for review and approval.

CUL-1b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur.

CUL-1c: Prior to issuance of grading/construction permits, the qualified archaeologist shall review the schedule required by mitigation monitoring action CUL-1b, identify which activities would require the training, and submit that information to HCD-Planning.

CUL-1d: Prior to ground disturbance for any work requiring an Archaeological Resources Sensitivity Training as determined by mitigation monitoring action CUL-1c, the owner/applicant/qualified archaeologist shall submit evidence to HCD-Planning that the training required by this mitigation measure occurred. The evidence shall consist of the training materials provided to the construction crew, a list of attendees, and written verification from the qualified archaeologist.

19. PDSP004 - CUL-2 ARCHAEOLOGICAL MONITOR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: A qualified archaeologist either on County of Monterey's list of approved archaeological consultants, a Registered Professional Archaeologist, or an archaeologist working under the direct supervision of a Registered Professional Archaeologist shall be retained to provide on-call services and monitor the excavations for installation of the sewer line running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, and any earthwork within 50 feet of the boundary of P-27-001377 / CA-MNT-1348. The archaeological monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features.

Compliance or Monitoring Action to be Performed: CUL-2a: Prior to issuance of grading/construction permits, the owner/application shall submit an executed contract with a qualified archaeologist for the archaeological monitoring to HCD-Planning for review and approval. The contract shall also include on-call services in the event that cultural resources are discovered outside of the monitoring schedule required by Mitigation Monitoring Action CUL-2b.

CUL-2b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The qualified archaeologist shall review the schedule, identify which activities would require archaeological monitoring, and submit that information to HCD-Planning.

CUL-2c: During the course of construction, if any archaeological resources are discovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3, and if any human remains are discovered County Standard Condition PD003(B).

20. PDSP005 - CUL-3 CULTURAL RESOURCES STOP WORK PROCEDURES

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, archaeological or tribal cultural resources are discovered at the site, the owner/applicant/on-site construction superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it. If archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify County of Monterey HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

When contacted, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. If archaeolgoical resources are uncovered the qualified archaeologist, with recommendations from the tribal cultural monitor, develop an archaeological mitigation plan as outlined in Mitigation Measure CUL-4, which the owner/applicant would be required to adhere to.

A final technical report containing the results of all analyses shall be completed within one year following completion of the field work. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

Compliance or Monitoring Action to be Performed:

CUL-3a: Prior to the issuance of grading or building permits, the Owner/Applicant shall include the text of this mitigation measure and all mitigation monitoring actions on all grading/building plans.

CUL-3b: During construction, should any archaeological or tribal cultural resources be discovered at the site, the owner/applicant/on-site superintendent shall halt work immediately within 50 meters (165 feet) of the find until a qualified archaeologist and tribal cultural monitor can evaluate it.

CUL3c: During construction, should any archaeological resources, tribal cultural resources, and/or human remains be encountered, the owner/applicant shall establish a 100 foot radius buffer zone of no disturbance and no entry with stakes and flagging tape until a qualified archaeologist and/or the County coroner can inspect the find. The owner/applicant/applicant's contractor shall be responsible to work in cooperation with the on-site monitors and protect the resource until it can be evaluated.

CUL-3d: During construction, if archaeological or tribal cultural resources are discovered, the owner/applicant/on-site construction superintendent shall also immediately notify HCD – Planning, a qualified archaeologist under contract pursuant to Mitigation Measure CUL-2, and the tribal cultural monitor under contract pursuant to mitigation Measure TR-CUL-1.

CUL-3e: If contacted pursuant to mitigation monitoring action CUL-3c, a qualified archaeologist shall visit the site within 48 hours to determine the extent of resources. The owner/applicant/qualified archaeologist shall consult the tribal cultural monitor for recommendations on the disposition of any tribal cultural resources with appropriate dignity. Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and a qualified archaeologist. Once catalogued, the qualified archaeologist shall prepare an archaeological Mitigation Plan as required by CUL-4.

CUL-3f: On an on-going basis, the owner/applicant shall ensure that artifacts associated with a finding of human remains shall be reburied in accordance with State Law and penalty for violation pursuant to PRC section 5097.994.

21. PDSP006 - CUL-4 ARCHAEOLOGICAL MITIGATION PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If archaeological resources are identified during the course of construction, a qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. In preparing the plan the archaeologist shall consult with the tribal cultural monitor for the treatment of any cultural resources with appropriate dignity, and the final disposition of any artifacts, and submit the plan to HCD-Planning for review and approval.

The goals of the plan are to avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered.

- Measures to avoid disturbance of resources include re-siting or re-designing approved project components if feasible, or capping/covering the resource in a non-destructive manner.
- In accordance with Carmel Area Land Use Plan Policy 2.8.3.4, avoidance shall be pursued prior to considering excavation and recovery.
- Avoidance shall be considered infeasible if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage.
- If avoidance is determined infeasible, the qualified archaeologist shall formulate measures for their treatment and recovery that document the unique resource prior to removal.
- Recommendations of the Tribal Cultural monitor shall be in the plan considered, such as leaving resources in place, reburial onsite, returning them within one (1) year to a representative of the appropriate tribe as recognized by the Native American Heritage Commission, or donating them to the Monterey County Historical Society.

Compliance or Monitoring Action to be Performed:

CUL-4a: If archaeological resources are identified during the course of construction, a qualified archaeologist shall convene with the applicant, project designer(s), HCD-Planning, and the Tribal Cultural Monitor to assess whether avoiding Cultural or Tribal Cultural resources is feasible.

CUL-4a(i): If avoidance of resources is determined to be infeasible by the qualified archaeologist with concurrence from HCD-Planning, the qualified archaeologist shall document this in a letter report and submit it to HCD-Planning.

CUL-4a(ii): If avoidance of resources is feasible, the qualified archaeologist shall incorporate those avoidance measures in the archaeological mitigation plan, and the owner/applicant shall submit revised plans to Housing and Community Development incorporating any feasible re-design/avoidance for review and approval.

CUL-4b: If archaeological resources are identified during the course of construction, and after the completion of mitigation monitoring action CUL-4a, the qualified archaeologist shall prepare an archaeological mitigation plan in accordance with Monterey County Coastal Implementation Plan section 20.146.090.D.4. The qualified archaeologist shall consult with the tribal cultural monitor for recommendations regarding treatment with appropriate dignity and disposition of any cultural resources, and submit the plan to HCD-Planning for review and approval. Beyond avoidance, measures in the plan may include testing, evaluation, and documentation by a qualified archaeologist, and placement of an archaeological protection easement, based on the recommendations of the qualified archaeologist.

CUL-4c: The owner/applicant shall be required to adhere to the approved archaeological mitigation plan on an on-going basis.

CUL-4d: Within one year of the completion of all field work, the qualified archaeologist shall prepare a final technical report containing the results of all analyses, and submit it to HCD-Planning and the Northwest Regional Information Center at Sonoma State University. This technical report shall also document how the measures in the archaeological mitigation plan were adhered to, or if any other follow up action is required to ensure compliance with this mitigation plan.

22. PDSP007 - TR-CUL-1 TRIBAL CULTURAL MONITOR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: A tribal monitor approved by the appropriate tribal authority traditionally and culturally affiliated with the vicinity of the subject site and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately recognized NAHC-recognized representative) shall be on-site and site grading and earth disturbing activity for the project, including rough grading and site preparation, trenching for installation of the sewer running through the utility and access easement on assessor's parcel numbers 241-182-020-000, 241-182-004-000, 241-182-005-000, and 241-182-015-000, any earth disturbing activity within 50 feet of the boundary of P-27-001377 / CA-MNT-1348. The tribal monitor shall have the authority to temporarily halt work to examine any potentially significant cultural materials or features. If resources are discovered, the tribal cultural monitor shall provide recommendations on the disposition of any tribal cultural resources with appropriate dignity.

Compliance or Monitoring Action to be Performed: TR-CUL-1a: Prior to issuance of a grading or building permits, the Applicant/Owner shall submit an executed contract with a tribal cultural monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements (or other appropriately NAHC-recognized representative) to HCD-Planning. This Tribal Monitor shall be retained for the duration of earthwork requiring tribal cultural monitoring as detailed in TR-CUL-1b. The monitor shall also be retained on an on-call basis for the duration of construction in the event that any tribal cultural resources are uncovered during construction outside of the monitoring schedule required by Mitigation Monitoring Action TR-CUL-1b.

TR-CUL-1b: Prior to issuance of grading/construction permits, the owner/applicant shall submit a construction schedule to HCD-Planning with the anticipated dates of earth disturbing activity, including when sewer line excavation and any work within 50 feet of the boundary of P-27-001377 / CA-MNT-1348 would occur. The tribal monitor required by this mitigation shall review the schedule, identify which activities require tribal monitoring, and submit that information to HCD-Planning. The duration of monitoring is not limited to activity specifically for the sewer line or within 50 feet, and would include rough grading of the site and excavation work for utilities and foundations. Fill of previously graded areas and minor work in previously graded areas such are installation of landscaping in planters need not be monitored.

TR-CUL-1c: During the course of construction, if any archaeological resources are uncovered the owner/applicant shall adhere to the requirements of Mitigation Measures CUL-3 and County Standard Condition PD003(B).

23. CC01 INDEMNIFICATION

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: Owner/Applicant agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code section 66474.9, defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, and/or employees from any claim, action, or proceeding against the County and/or its agents, officers, and/or or employees to attack, set aside, void, or annul this approval and/or related subsequent approvals, including, but not limited to, design approvals, which action is brought within the time provided for under law. Owner/Applicant shall reimburse the County for any court costs and attorney's fees that the County may be required by a court to pay as a result of such action.

The County shall notify Owner/Applicant of any such claim, action, and/or proceeding as expeditiously as possible. The County may, at its sole discretion, participate in the defense of such action. However, such participation shall not relieve Owner/Applicant of his/her/its obligations under this condition. Regardless, the County shall cooperate fully in defense of the claim, action, and/or proceeding.

(County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: This Indemnification Obligation binds Owner/Applicant from the date of approval of this discretionary development permit forward. Regardless, on written demand of the County County's Office, Owner/Applicant shall also execute and cause to be notarized an agreement to this effect. The County Counsel's Office shall send Owner/Applicant an indemnification agreement. Owner/Applicant shall submit such signed and notarized Indemnification Agreement to the Office of the County Counsel for County's review and signature. Owner/Applicant shall then record such indemnification agreement with the County of Monterey Recorder's Office. Owner/Applicant shall be responsible for all costs required to comply with this paragraph including, but not limited to, notary costs and Recorder fees.

24. PW0031 – BOUNDARY SURVEY

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Owner/Applicant shall have a professional land surveyor perform a boundary survey of the easterly, northeasterly, and southeasterly boundary line(s) of the subject parcel and have said lines monumented.

Compliance or Monitoring Action to be Performed: Prior to foundation inspection, Owner/Applicant shall have a professional land surveyor survey and monument the easterly, northeasterly, and southeasterly boundary line of the subject parcel and provide evidence to the County Surveyor of conformance to the setbacks shown on the approved Site Plan. The surveyor shall be responsible for compliance with the requirements of Section 8762 of the California Business and Professions Code (PLS Act).

25. PW0043 - REGIONAL DEVELOPMENT IMPACT FEE

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Prior to issuance of building permits, applicant shall pay the Regional Development Impact Fee (RDIF) pursuant to Monterey Code Chapter 12.90. The fee amount shall be determined based on the parameters adopted in the current fee schedule.

Compliance or Monitoring Action to be Performed: Prior to issuance of Building Permits Owner/Applicant shall pay Monterey County Building Services Department the traffic mitigation fee. Owner/Applicant shall submit proof of payment to the HCD-Engineering Services.

26. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD - Public Works for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.
CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning Department and the
Department of Public Works for review and approval.
2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

27. PW0045 – COUNTYWIDE TRAFFIC FEE

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Prior to issuance of building permits, the Owner/Applicant shall pay the Countywide Traffic Fee or the ad hoc fee pursuant to General Plan Policy C-1.8. The fee amount shall be determined based on the parameters in the current fee schedule.

Compliance or Monitoring Action to be Performed: Prior to issuance of Building Permits, the Owner/Applicant shall pay Monterey County HCD-Building Services the traffic mitigation fee. The Owner/Applicant shall submit proof of payment to HCD-Engineering Services.

28. PDSP008 - PRIVATE SEWER CONNECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of any grading or construction permits, the owner/applicant shall be required to provide evidence that they have secured a sewer connection permit from the Carmel Area Wastewater District (CAWD).

Compliance or Monitoring Action to be Performed: Prior to issuance of grading/construction permits by HCD-Building Services, the owner/applicant shall be required to secure a sewer connection perm it from CAWD, and submit a copy of the approved sewer connection permit to HCD-Planning.

Exhibit B – Attachment 2 Coastal Hazards Deed Restriction

Condition No. 17 PDSP002 – Bluff/Coastal Hazards Deed Restriction Text:

a. General Provisions. This deed restriction is being recorded to satisfy Condition No. 17 of the Combined Development Permit Approval (PLN210061), approved by County of Monterey Planning Commission Resolution No. 25-XX. By accepting this permit, the property owner has accepted the following conditions and restrictions, which shall run with the land and also bind subsequent property owners:

b. Coastal Hazards. The site is subject to coastal hazards, including but not limited to waves, storms, flooding, landslide, shoreline retreat, erosion, and earth movement, many of which will worsen with future sea level rise. This site is on a coastal bluff and is subject to known bluff erosion and slope stability hazards. Geological reports prepared for the Combined Development Permit PLN210061 identified a "100-year blufftop line," and stated that structures should either be setback landward of this 100-year blufftop line or have foundations that penetrate below the 100-year projected bluff profile.

c. Assume Risks. To assume all risks to the Permittee and the properties that are the subject of this permit of injury and damage from such hazards in connection with this permitted development.

d. Liability Waiver. To unconditionally waive any claim of damage or liability against the County of Monterey, and their officers, agents, and employees for injury or damage from such hazards.

e. Indemnification. To indemnify and hold harmless the County of Monterey, and their officers, agents, and employees with respect to the County's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards. This indemnification obligation is in addition to, and cumulative of, the indemnification obligation imposed by the County of Monterey Planning Commission in its Resolution No. 25-XX, Condition No. 23. Property owner understands and agrees that both indemnification obligations shall be memorialized in the indemnification agreement required by Planning Commission Resolution No. 25-XX, Condition No. 23.

f. Permittee Responsible. That any adverse effects to property caused by the permitted project shall be fully the responsibility of the Permittee.

g. Shoreline Armoring Prohibited. That no shoreline armoring shall ever be constructed to protect the development approved pursuant to this permit, including in the event that the development is threatened with damage or destruction from coastal hazards in the future.

h. Waiver of Rights to Construct Armoring. The Permittee hereby waives, on behalf of itself and all successors and assigns, any rights to construct such armoring that may exist under applicable law.

i. Repair. The property owner may conduct ordinary maintenance and repair on approved structures and their foundations as long as such repair work does not cause the structures to function as shoreline armoring, including sea walls. Shoreline armoring shall be defined as structures which re-direct wave energy during a typical tide or storm to protect development, including prevention of inland habitat migration and accelerated erosion up or down the coast. This provision shall not alleviate the requirement for coastal development permits for development activity / repair that requires a coastal development permit. Should a coastal development permit be required for any repair work, it shall only be approved if the necessary findings to issue a permit can be made by the appropriate authority, and the repair would not function as shoreline armoring.

j. Safety and geotechnical investigation. The approved project may be constructed and used consistent with the terms and conditions of this permit for only as long as development on the property remains safe for use and occupancy. If any portion of the development is deemed unsafe by an appropriate public agency including the County of Monterey; the coastal bluff edge migrates within five feet of the residence; erosion exposes the residence's pile foundation; or a storm surge event, bluff erosion, or landslide event cause damage to any major structural component of the residence (including any load bearing beam, column, foundation slab, grade beam, or pile), the applicant shall have a geotechnical and coastal hazards investigation prepared by a licensed geotechnical engineer and geologist or engineering geologist at their own expense and submit it to the County of Monterey for review. The investigation shall address whether portions of the approved development are immediately threatened by coastal hazards and/or are unsafe without the installation of new sea walls or shoreline protective structures, and shall identify all those immediate or potential future measures that could stabilize the threat of coastal hazards without shoreline armoring including, but not limited to, removal or relocation of portions of the approved project.

k. Removal/Relocation. If the geotechnical and coastal hazards investigation determines that portions or the entirety of the approved development are immediately threatened by coastal hazards and/or are presently unsafe, the property owner shall, within 90 days of submitting the investigation, submit a Removal/Relocation Plan to the County of Monterey HCD for its review and approval. The Removal/Relocation Plan shall clearly describe how such development is to be removed/relocated and the affected area restored so as to best protect coastal resources. The Removal/Relocation plan shall be processed as an amendment to the Combined Development Permit PLN210061, consistent with the procedures for such amendments in the Monterey County Code. The owner shall be required to undertake the Removal/Relocation work in a reasonable timeframe which shall be established in the Removal/Relocation Plan. Full removal of the development shall only be considered if partial removal or relocation would either require shoreline armoring or the development would still be unsafe for use and occupancy after partial removal or relocation. If portions of the development are destroyed by coastal hazards before they are removed/relocated, the property owner shall remove all recoverable debris associated with the development from the bluff; shall lawfully dispose of the material; and shall restore the affected area so as to best protect coastal resources.

l. This deed restriction shall not prohibit the County of Monterey from considering Emergency Permits consistent with Monterey County Code to abate immediate health and safety risks. However, as required by this deed restriction, such emergency permits shall not allow construction of shoreline armoring.

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PDF

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JOHNSON RESIDENCE

226 Highway 1
Carmel, California 93923

REVISION	No.

CONSULTANT:

OWNERSHIP NOTES

OWNERSHIP AND USE OF THESE DRAWINGS AND SPECIFICATIONS:

1. TITLE AND ALL "COPYRIGHT" PRIVILEGES TO THESE DRAWINGS AND SPECIFICATIONS IS CLAIMED BY THE ARCHITECT, ERIC MILLER HEREINAFTER REFERRED TO AS "THE ARCHITECT" WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE SUBJECT DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE OWNERSHIP RIGHTS AND THE FOLLOWING RELATED

2. THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE SOLELY RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND THE ARCHITECT HEREBY STATES THAT THEY ARE NOT INTENDED FOR NOR SUITABLY ENGINEERED FOR ANY OTHER SITE. REPRODUCTION OF THESE DOCUMENTS IF THEREFORE EXPRESSLY LIMITED TO THIS INTENDED USE.

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4. IN THE EVENT OF UNAUTHORIZED USE BY ANY THIRD PARTY OF THESE DRAWINGS AND SPECIFICATIONS THE CLIENT FOR WHICH THIS WORK WAS ORIGINALLY PREPARED HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT, ERIC MILLER, HIS STAFF/ EMPLOYEES FROM ANY CLAIMS ARISING FROM SUCH UNAUTHORIZED USE.

PROJECT DATA

DESCRIPTION : NEW 2-LEVEL SINGLE FAMILY RESIDENCE WITH 3 BEDROOMS, 3 FULL BATHS, 1 HALF BATH, ATTACHED 1 CAR GARAGE AND ATTACHED CARPORT.

TERRACED RETAINING WALLS LESS THAN 6' TALL PROPOSED IN SETBACK.

SEWER CONNECTION LINE FROM PROPERTY, DOWN THE DRIVEWAY IN THE ACCESS AND UTILITY EASEMENT TO MAIN LINE. PAVE DRIVEWAY IN THE ACCESS AND UTILITY EASEMENT.

PROJECT ADDRESS: 226 HIGHWAY 1, CARMEL, CALIFORNIA 93923

ASSESSOR'S PARCEL NUMBER: 241-182-003-000

LOT SIZE:	0.63 ACRES (27,400 S.F.)
BUILDING HEIGHT:	ALLOWABLE 30' MAX.
ZONING:	LDR/1-D(CZ)

	ALLOWED	PROPOSED
FRONT SETBACK:	30.0'	30.0'
REAR SETBACK:	20.0'	56.8'
SIDE SETBACK:	20.0'	99.2'
FLAG LOT SETBACK:	30.0' RADIUS	56.4' RADIUS
MAX. HEIGHT:	30.0'	22.0'

BUILDING SITE COVERAGE ..... 15 % (ALLOWED)
(ALLOWABLE: 4,110 S.F.)

BUILDING SITE COVERAGE	TOTAL	2,865 S.F.	10.5 %

SITE COVERAGE		
PAVERS @ DRIVEWAY		2,097 S.F.
PAVERS @ LOWER PATIO		298 S.F.
STAIRS		187 S.F.
UTILITY YARD		135 S.F.
RETAINING WALLS & FENCES		369 S.F.
DECK		69 S.F.
	TOTAL	3,155 S.F.

FLOOR AREA ..... 20 % (ALLOWED)
(ALLOWABLE: 5,480 S.F.)

PROPOSED FLOOR AREA		
LOWER FLOOR LEVEL		1,331 S.F.
UPPER FLOOR LEVEL		1,804 S.F.
	SUB TOTAL	3,135 S.F.
GARAGE		244 S.F.
MECHANICAL		146 S.F.
	TOTAL	3,525 S.F. = 12.9 %

UTILITIES

1. WATER: MUTUAL WELL - HIGHWAY 1 WATER DISTRIBUTION SYSTEM #12
2. ELECTRICAL: PACIFIC GAS & ELECTRIC
3. GAS: PROPANE TANK ON SITE
4. SANITARY SEWER SYSTEM: CARMEL WASTEWATER

TREE REMOVAL

REMOVE (1) PINE (18" DIAMETER)
REMOVE (3) CYPRESS (TWO 24", 30" DIAMETER)

REMOVE (1) ACACIA (12" DIAMETER)

GRADING

PROPOSED CUT : 700 CU. YDS.
PROPOSED FILL : 390 CU. YDS.
NET CUT : 310 CU. YDS.

PROJECT TEAM

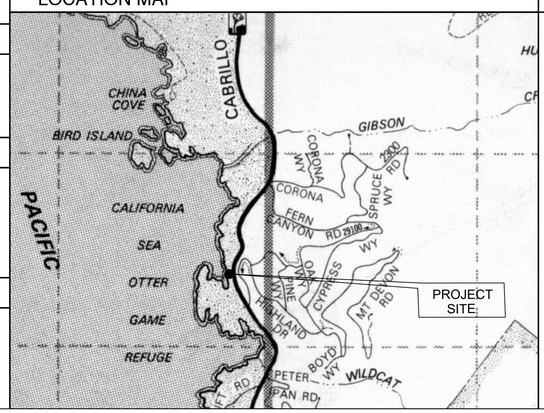
OWNER:	HAL & ALLISON JOHNSON 3630 LOST CREEK BLVD. AUSTIN, TX 78735
ARCHITECT:	ERIC MILLER ARCHITECTS, INC. 211 HOFFMAN AVENUE MONTEREY, CA 93940 PH: 831-372-0410 CONTACT: CARLA HASHIMOTO
SURVEYOR:	RASMUSSEN LAND SURVEYING, INC. 2150 GARDEN ROAD, SUITE A-3 MONTEREY, CA 93940 PH: (831) 375-7240 FAX: (831) 375-2545
GEOTECHNICAL:	ROCK SOLID ENGINEERING, INC. 1100 MAIN STREET, SUITE A WATSONVILLE, CA 95076 PH: (831) 724-5868 FAX: (831) 768-1578
GEOLOGIST:	EASTON GEOLOGY, INC. P.O. BOX 35533 SANTA CRUZ, CA 95063 PH: (831) 247-4317
CIVIL:	LANDSET ENGINEERING 520-B CRAZY HORSE CANYON ROAD SALINAS, CA 93907 PH: 831-443-6970 CONTACT: GUY GIRAUDO
LANDSCAPE ARCHITECT:	SIMON PHILLIPS SEVEN SPRINGS STUDIO 2548 EMPIRE GRADE SANTA CRUZ, CA 95060 PH: (831) 466-4617
ARBORIST:	F.O. CONSULTING 1213 MILES AVENUE PACIFIC GROVE, CA 93950 PH: (831) 373-7086 CONTACT: FRANK ONO
ARCHAEOLOGIST:	PATRICIA PARAMOURE ARCHAEOLOGICAL CONSULTING 5489 SOQUEL DRIVE SOQUEL, CA 95073 PH: (831) 465-9809
BIOLOGIST:	PATRICK REGAN REGAN BIOLOGICAL & HORTICULTURAL CONSULTING CARMEL VALLEY, CA 93924 PH: (831) 659-1991

SHEET INDEX

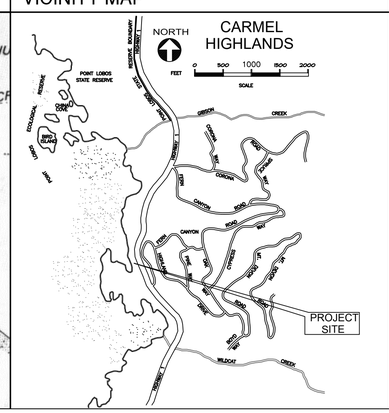
ARCHITECTURAL:

A-0.1	COVER SHEET
1 of 1	TOPOGRAPHIC SURVEY
A-1.1	PROPOSED SITE PLAN
A-1.2a	ORIGINAL VS. PROPOSED SITE PLAN
A-1.2b	SLOPE ANALYSIS DIAGRAM
A-1.2c	NECESSARY DEVELOPMENT DIAGRAM
A-1.3	PROPOSED SEPTIC PLAN
A-1.4	AERIAL PHOTOGRAPH OF SITE
A-2.1	FLOOR PLANS
A-2.2	ROOF PLAN
A-3.1	PROPOSED NORTH & WEST EXTERIOR ELEVS.
A-3.2	PROPOSED SOUTH & EAST EXTERIOR ELEVS.
A-7.1	MATERIAL COLOR SAMPLE
A-7.2	RENDERINGS
A-7.3	LOOK OUT PERSPECTIVE

LOCATION MAP



VICINITY MAP



ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

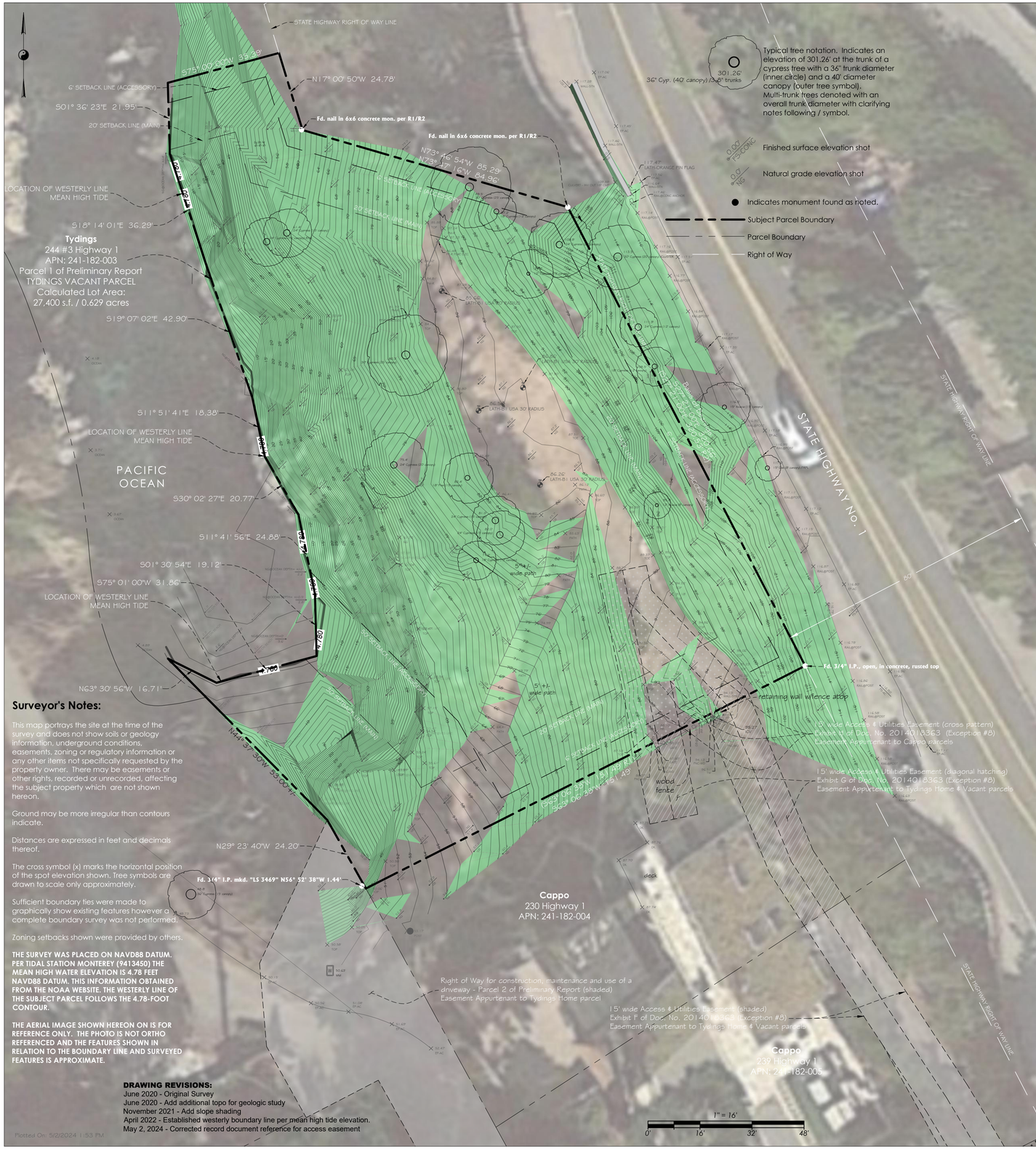
COVER SHEET

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-0.1

SHEET OF



Surveyor's Notes:

This map portrays the site at the time of the survey and does not show soils or geology information, underground conditions, easements, zoning or regulatory information or any other items not specifically requested by the property owner. There may be easements or other rights, recorded or unrecorded, affecting the subject property which are not shown hereon.

Ground may be more irregular than contours indicate.

Distances are expressed in feet and decimals thereof.

The cross symbol (x) marks the horizontal position of the spot elevation shown. Tree symbols are drawn to scale only approximately.

Sufficient boundary ties were made to graphically show existing features however a complete boundary survey was not performed.

Zoning setbacks shown were provided by others.

THE SURVEY WAS PLACED ON NAVD88 DATUM. PER TIDAL STATION MONTEREY (9413450) THE MEAN HIGH WATER ELEVATION IS 4.78 FEET NAVD88 DATUM. THIS INFORMATION OBTAINED FROM THE NOAA WEBSITE. THE WESTERLY LINE OF THE SUBJECT PARCEL FOLLOWS THE 4.78-FOOT CONTOUR.

THE AERIAL IMAGE SHOWN HEREON ON IS FOR REFERENCE ONLY. THE PHOTO IS NOT ORTHO REFERENCED AND THE FEATURES SHOWN IN RELATION TO THE BOUNDARY LINE AND SURVEYED FEATURES IS APPROXIMATE.

DRAWING REVISIONS:
June 2020 - Original Survey
June 2020 - Add additional topo for geologic study
November 2021 - Add slope shading
April 2022 - Established westerly boundary line per mean high tide elevation.
May 2, 2024 - Corrected record document reference for access easement

Plotted On: 5/2/2024 1:53 PM

Map Legend:

Basis of Bearings: As shown or noted hereon.

Vertical Datum: NAVD88.
Site Benchmark: NGS Benchmark PID GU3236. Control disc set in the abutment of bridge 44-16 over Wildcat Creek. Elevation = 115.47'

Contour Interval: Contours as shown hereon are interpolated using computer digital terrain modeling software and spot elevations. Ground may be more irregular than contours indicate.

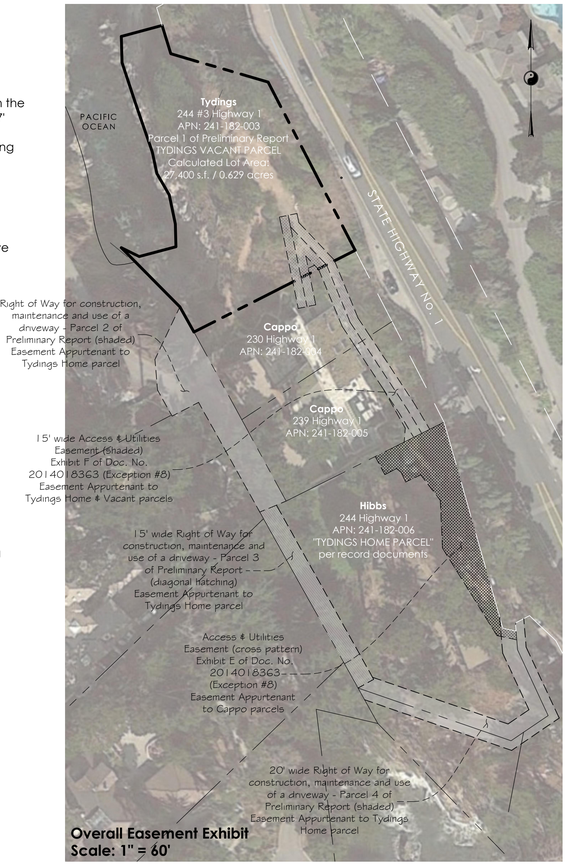
Abbreviations:

Note: The abbreviation and symbol lists below are comprehensive and not all abbreviations or symbols will appear on the map.

Boundary Legend
A.G.S.- above ground surface
A.S.O. - as shown on
AP - angle point
BC - brass cap or begin curve
BFP - backflow preventer
B.G.S.- below ground surface
BOC - back of curb
COR - corner
CP - control point
CTL - CONTROL
DOC.- document
ENG/ENGR - engineer
FD/FND - found
F.T.C. - from true corner
I.P. - iron pipe
L-T/L&T - lead & tag
LS - land surveyor
M-T - MAG NAIL & tag
MAG - MAG NAIL
MKD - marked
MON - monument
N-T - nail & tag
N.R.F. - no reference found
O.R. - Official Records, Monterey County
O.U. - origin unknown
PER - map or corner record when monument was set
POL - point on line
RCE - registered civil engineer
ROW - right of way
S.F.N.F. - searched for, not found
SPK - spike
STA - station(control point)
TBM - temporary benchmark

Topography Legend
AC - asphalt concrete
AD - area drain
AL - area light
BLD/BLDG - building
BLDR(S) - boulder(s)
BOC - back of curb
BRK - brick
BTM/BOT - bottom
BW - back of sidewalk
CF - curb face
CHIM - chimney
CL - centerline
CLM - column
CONC - concrete
D - dirt
DG - decomposed granite
DK - deck
DW - driveway
EA - exposed aggregate concrete
ENCL - enclosure
EP - edge of paving
FF - finished floor
FF-THRESH - finished floor threshold
FH - fire hydrant
FL - flow line
FL-NG - flow line natural grade
FNC - fence
FNC-BRD - board fence
FNC-BW - barbed wire fence
FNC-CL - chain-link fence
FNC-GS - grapestake fence
FNC-HW - hogwire fence
FNC-I - iron fence
FNC-LAT - lattice fence
FNC-PR - post & rail fence
FNC-WD - wood fence
FNC-WI - wrought iron fence
FNC-WR - wire fence
FOB - face of building
FOW - face of wall
FS - finished surface
FTG - footing
FW - front of sidewalk
GAR - garage
GB - grade break
GUT - edge of gutter
GUYA - guy anchor
GUYP - guy pole
GVL - gravel
HC - handicap
HDG - hedge
HRAIL - hand rail
INT - intersection
LNDG - landing
LIP - edge of conc gutter
MB - mailbox
MTL - metal
NG - natural grade
P- pool
PLTR - planter
PTO - patio
PVR - paver
RD - road
RDG - ridge
ROOF-P - roof peak
ROOF-R - roof ridge
STC - stucco
STN - stone
STP - step
STRP - stripe
SW - sidewalk
SWL - swale
TC - top of curb
TOP - top of slope
TOE - toe of slope
TW/TOW - top of wall
WALL-AB - Allen Block wall
WALL-CMU - concrete masonry unit wall
WALL-CRML - Carmel stone wall
WALL-DSTN - dry stack stone wall
WALL-RR - rrtie wall
WALL-STC - stucco wall
WLK - sidewalk

Utility Legend
CATV - cable tv
COMM - communications
CO or C/O - clean out
DDCV - double detector check valve
ELEC - electric
EM - electric meter
EO - electric outlet
GM - gas meter
GV - gas valve
HB - hose bib
ICV - irrigation control valve
IRR - irrigation
JP - joint utility pole
LT - light
LT-STD - light standard/pole
PB - utility pull box
PB-? - unmarked pull box
PF-PIN FLAG
PF-B - blue pin flag
PF-G - green pin flag
PF-O - orange pin flag
PF-P - pink pin flag
PF-PL - purple pin flag
PF-R - red pin flag
PF-W - white pin flag
PF-Y - yellow pin flag
PM - paint mark
PM-B - blue PM (water)
PM-G - green PM (sewer)
PM-O - orange PM (catv/comm)
PM-P - pink PM (unknown facilities)
PM-PL - purple PM (reclaimed water/irr)
PM-R - red PM (elec)
PM-W - white paint mark
PM-Y - yellow PM (gas)
PP - power pole
PVR - paver
SCO - sewer clean out
SDMH - storm drain manhole
SSMH - sanitary sewer manhole
ST LT - street light
STN - stone
TELCO - telephone
TG - top of drain grade
UP - utility pole
UTIL - utility
VLT - vault
VLT-GTE - GTE vault
VLT-PB - PacBell vault
VLT-PGE - PG&E vault
VLT-TELCOM - telecommunications vault
VLT-? - unmarked vault
VLT-VRZ - Verizon vault
WD-wood
WL - water line
WM - water meter
WV - water valve



Overall Easement Exhibit
Scale: 1" = 60'

catch basin-drain
control point
electric meter or pull box
fire hydrant
gas meter or pull box
gas valve
guy anchor
irrigation pull box
irrigation control valve
light standard
manhole
point on line
sewer clean out
sign(pole)
storm drain manhole
sewer manhole
telephone manhole
telephone pull box
traffic signal box
cable television pull box
unmarked pull box
utility pole
water meter
water valve
well

Areas with slopes of 30% or greater

Record Map References:

R1: Legal Description per Preliminary Title Report prepared by First American Title Company dated January 30, 2020 (Order #2 714-6147564)

R2: Highway Map filed in Volume 3 of Surveys at Page 154, in the Monterey County Recorder's Office, State of California.

LICENSED LAND SURVEYOR
ROGER PETERSON
No. 5958
STATE OF CALIFORNIA

Topographic Survey

244 #3 Highway 1, APN: 241-182-003
Located in Carmel Highlands, Monterey County, State of California

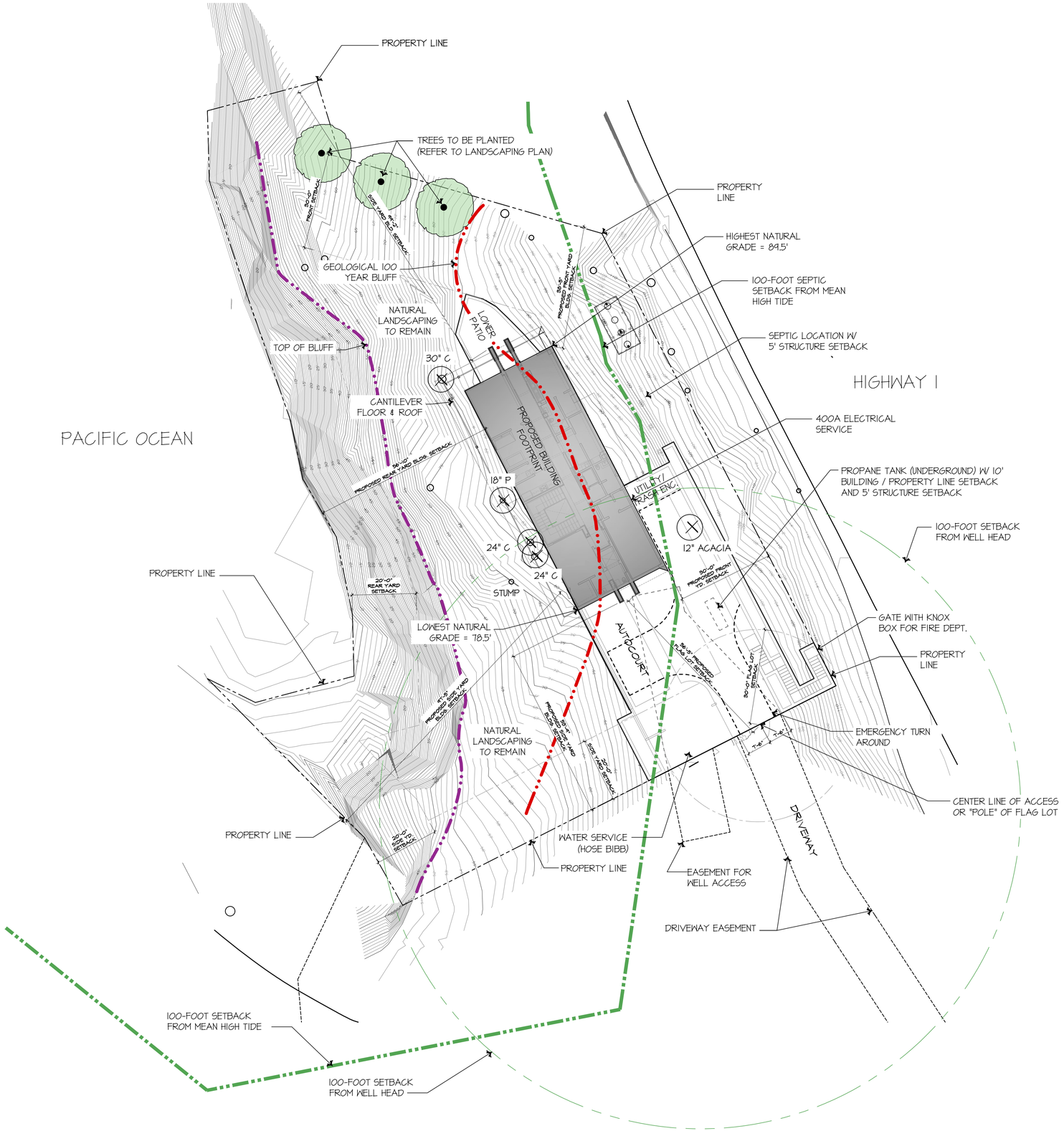
Prepared For: Terry Tydings
Requested By: Jonathan Spencer, Compass Real Estate

May 2020 / Updated June 2020 / November 2021 / April 2022

Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3, Monterey, California 93942
P: 831.375.7240 F: 831.375.2545

RLS W.O. # 2020-050

Sheet 1 of 1



LEGEND

- = BUILDING FOOTPRINT
- = TREE TO BE REMOVED
- = TREE TO BE PLANTED

N

PROPOSED SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

PROPOSED SITE PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

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RELOCATION / COMPACTION

PROPOSED BUILDING FOOTPRINT
DECREASED FROM PREVIOUS BUILDING
FOOTPRINT BY THE FOLLOWING DIMENSIONS:

NORTH WEST = -7'-10"
NORTH EAST = -10'-0"
SOUTH EAST = 0'-0"
SOUTH WEST = -21'-0"

DATA COMPARISON

FLOOR AREA:

PREVIOUS BLDG.	=	4,921 S.F.
PROPOSED BLDG.	=	3,525 S.F.
DIFFERENCE	=	-1,396 S.F.

BUILDING SITE COVERAGE:

PREVIOUS BLDG.	=	4,096 S.F.
PROPOSED BLDG.	=	2,865 S.F.
DIFFERENCE	=	-1,231 S.F.

TREE REMOVAL COUNT:

PREVIOUS BLDG.	=	6 PROTECTED
PROPOSED BLDG.	=	4 PROTECTED
DIFFERENCE	=	-2 PROTECTED

BUILDING HEIGHT:

PREVIOUS BLDG.	=	24.75'
PROPOSED BLDG.	=	22.0'
DIFFERENCE	=	-2.75'

PERCENTAGE IN 30% SLOPE

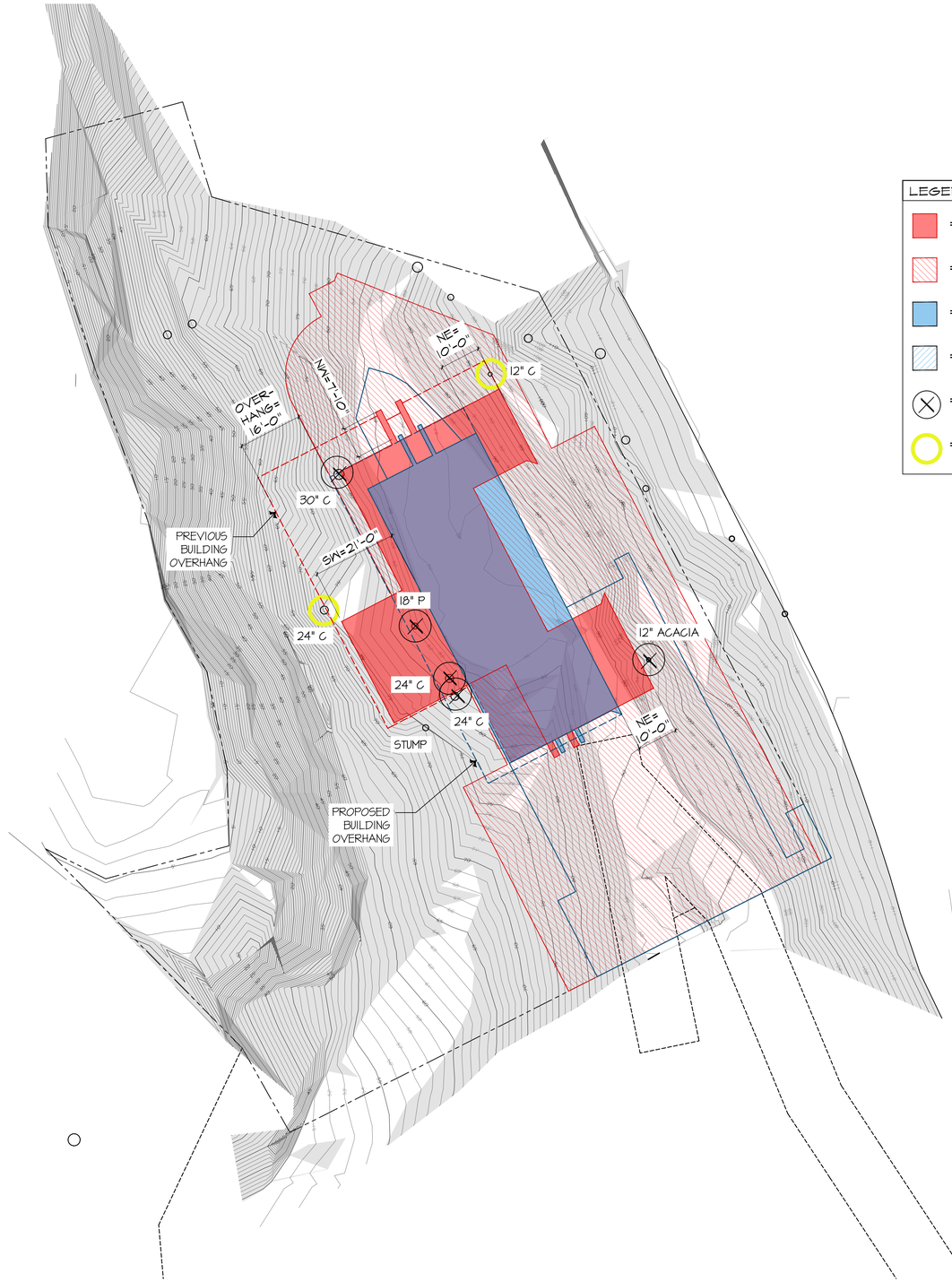
PREVIOUS BUILDING:

BUILDING FOOTPRINT	=	3,119 S.F.*
FOOTPRINT IN 30%	=	1,448 S.F.
PERCENTAGE IN 30%	=	46%

PROPOSED BUILDING:

BUILDING FOOTPRINT	=	2,371 S.F.*
FOOTPRINT IN 30%	=	500 S.F.
PERCENTAGE IN 30%	=	21%

*CALCULATION EXCLUDES CANTILEVER DECKS WHICH DO NOT TOUCH GROUND



LEGEND

- = PREVIOUS BUILDING FOOTPRINT
- = PREVIOUS SITE DEVELOPMENT
- = PROPOSED BUILDING FOOTPRINT
- = PROPOSED SITE DEVELOPMENT
- = TREE TO BE REMOVED
- = TREE TO BE SAVED

N

ORIGINAL & PREVIOUS SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

ORIG. & PRO. SITE PLAN

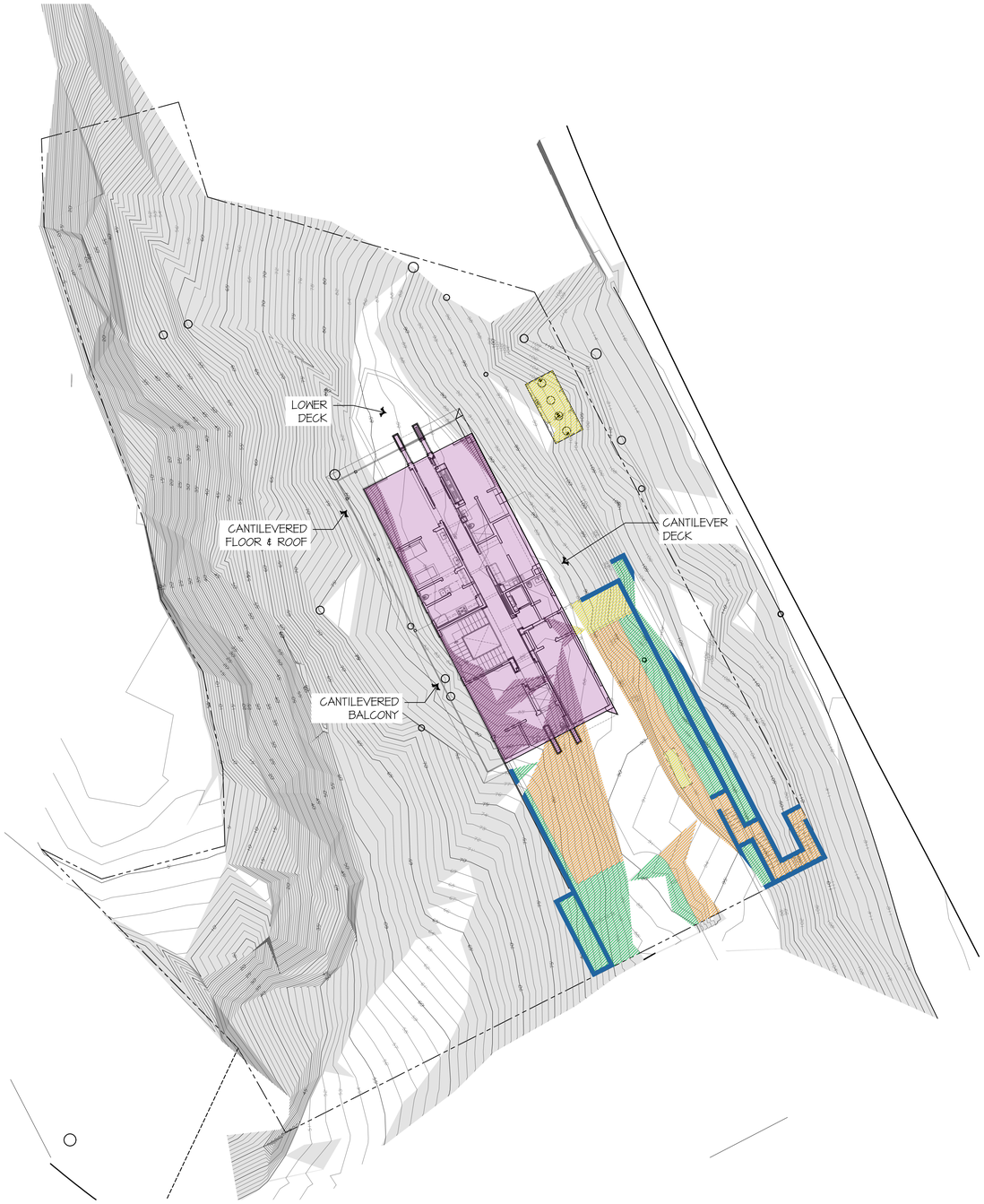
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226 Highway 1
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A.P.N.: 241-182-003

DATE: 4/29/2025
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DRAWN: HRM
JOB NUMBER: 20.09

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S.F. PROPOSED ON 30% SLOPE	
TOTAL BUILDING FOOTPRINT = 2,371 S.F.	
BUILDING FOOTPRINT IN 30% = 500 S.F.	
	= 21%
PAVING IN 30% = 1,188 S.F.	
RETAINING IN 30% = 313 S.F.	
LANDSCAPING IN 30% = 834 S.F.	
UTILITIES IN 30% = 260 S.F.	
TOTAL DEVELOPMENT IN 30% = 3,095 S.F.	

N

SLOPE ANALYSIS DIAGRAM

SCALE: 1/16"=1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

SLOPE ANALYSIS DIAGRAM

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.2b
SHEET OF

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DEVELOPMENT LEGEND

- AUTOCOURT ACCESS FOR 2 OFF STREET PARKING SPACES (GARAGE AND CARPORT) AND ENTRY TO HOUSE
- AUTOCOURT FIRETRUCK TURNAROUND REQUIREMENTS
- FIRE DEPT. ACCESS FROM HIGHWAY 1 TO AUTOCOURT
- AUTOCOURT WELL EASEMENT / ACCESS FOR SERVICING
- NECESSARY GRADING AND RETAINING WALLS FOR REQUIRED ACCESS AND KEEPING STRUCTURES BELOW 6 FEET
- REQUIRED UTILITIES (SEPTIC, PROPANE, UTILITY YARD)

N

NECESSARY DEVELOPMENT DIAGRAM

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

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NECESSARY DEV. DIAGRAM

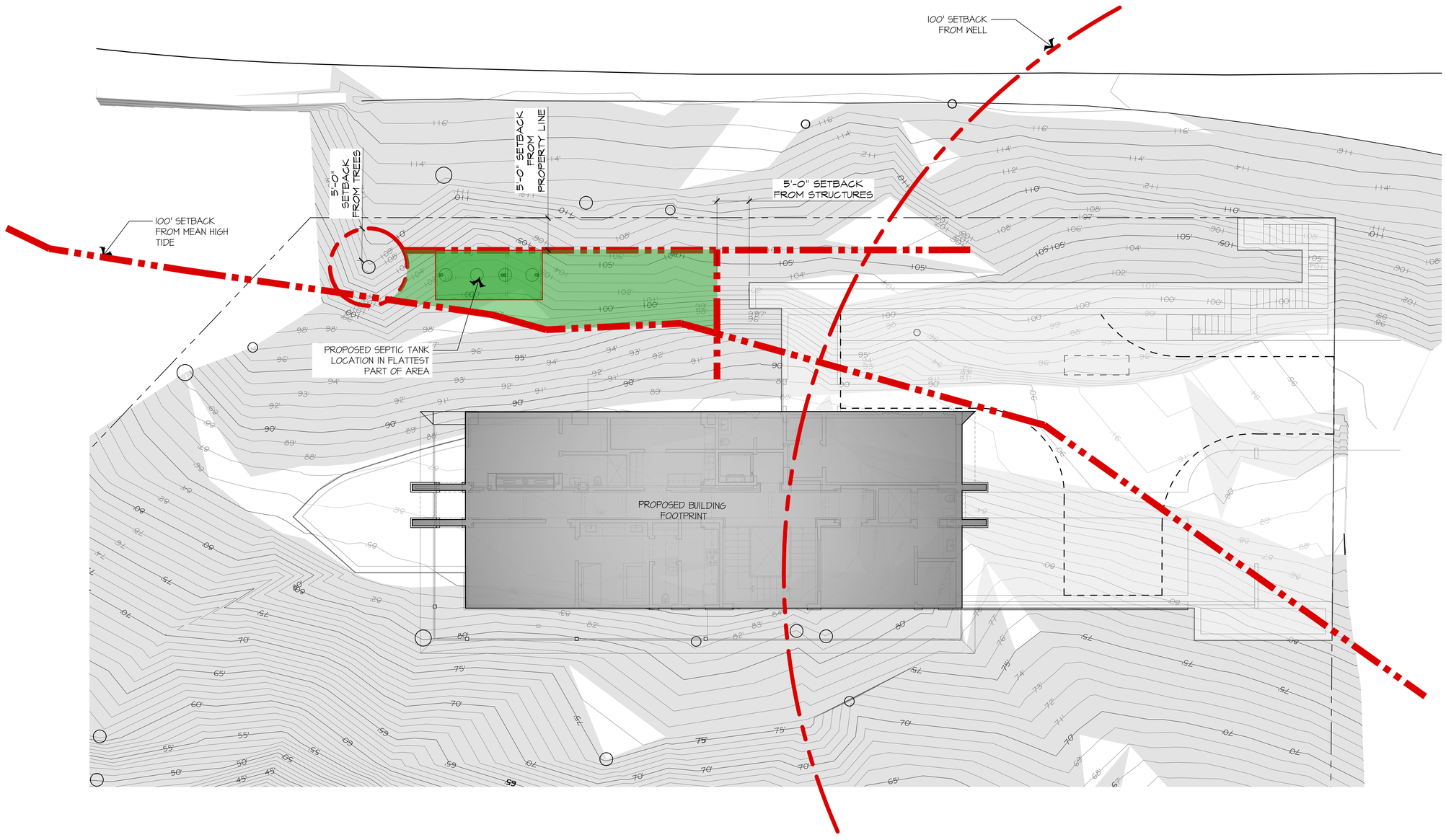
JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

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N

PROPOSED SEPTIC PLAN

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

REVISION	No.

CONSULTANT:

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PROPOSED SEPTIC PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025

SCALE: 1/8"=1'-0"

DRAWN: HRM

JOB NUMBER: 20.09

A-1.3

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AERIAL PHOTOGRAPH

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AERIAL PHOTOGRAPH

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

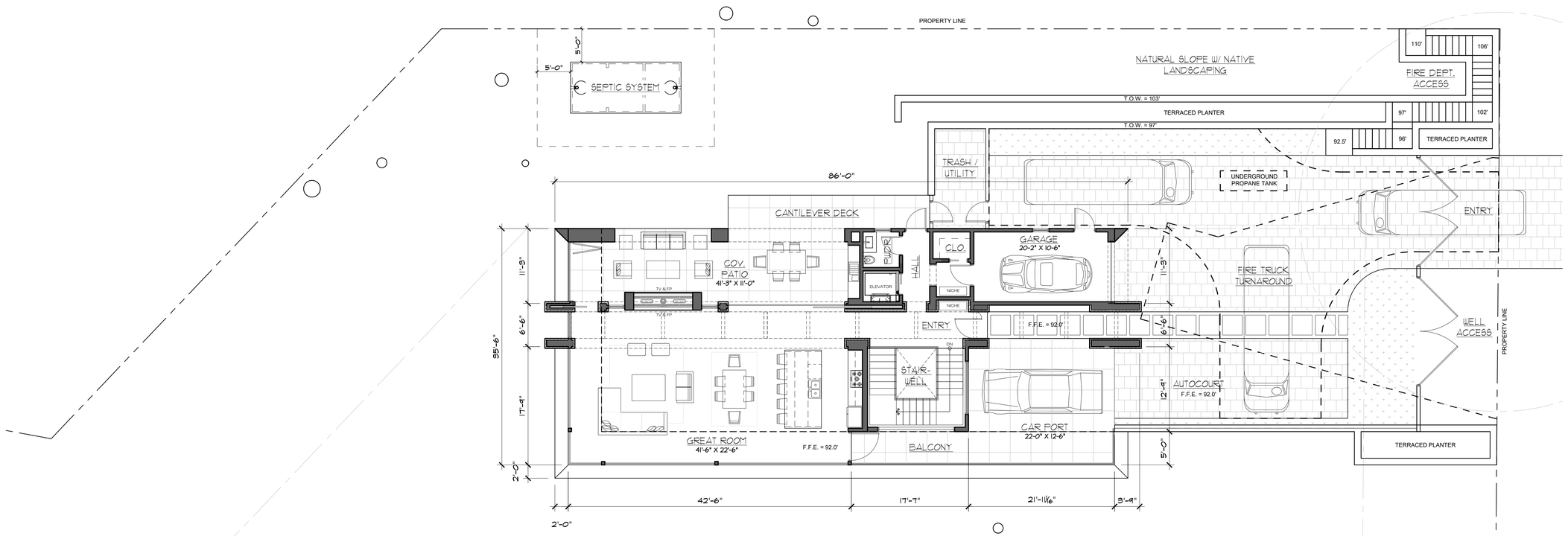
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DRAWN:	HRM
JOB NUMBER:	20.09

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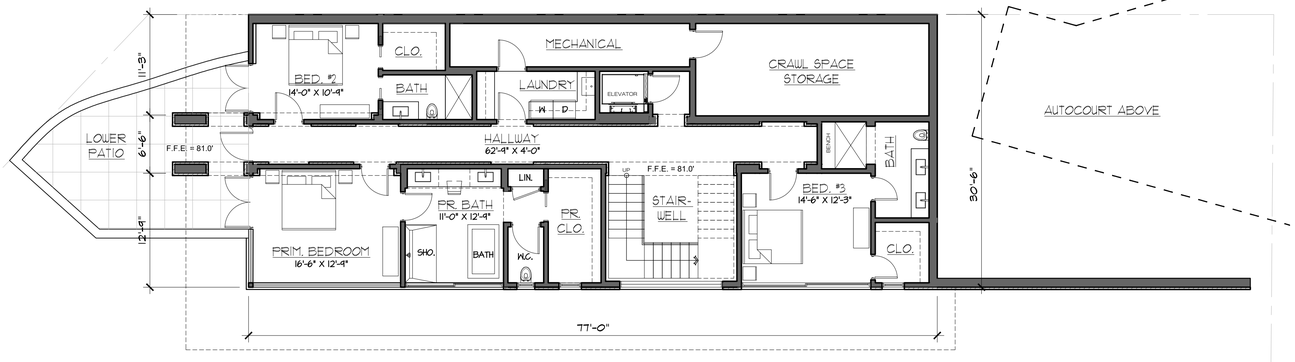
_DD



PROPOSED UPPER FLOOR PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"



PROPOSED LOWER FLOOR PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

REVISION	No.

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FLOOR PLANS

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025

SCALE: 1/8" = 1'-0"

DRAWN: HRM

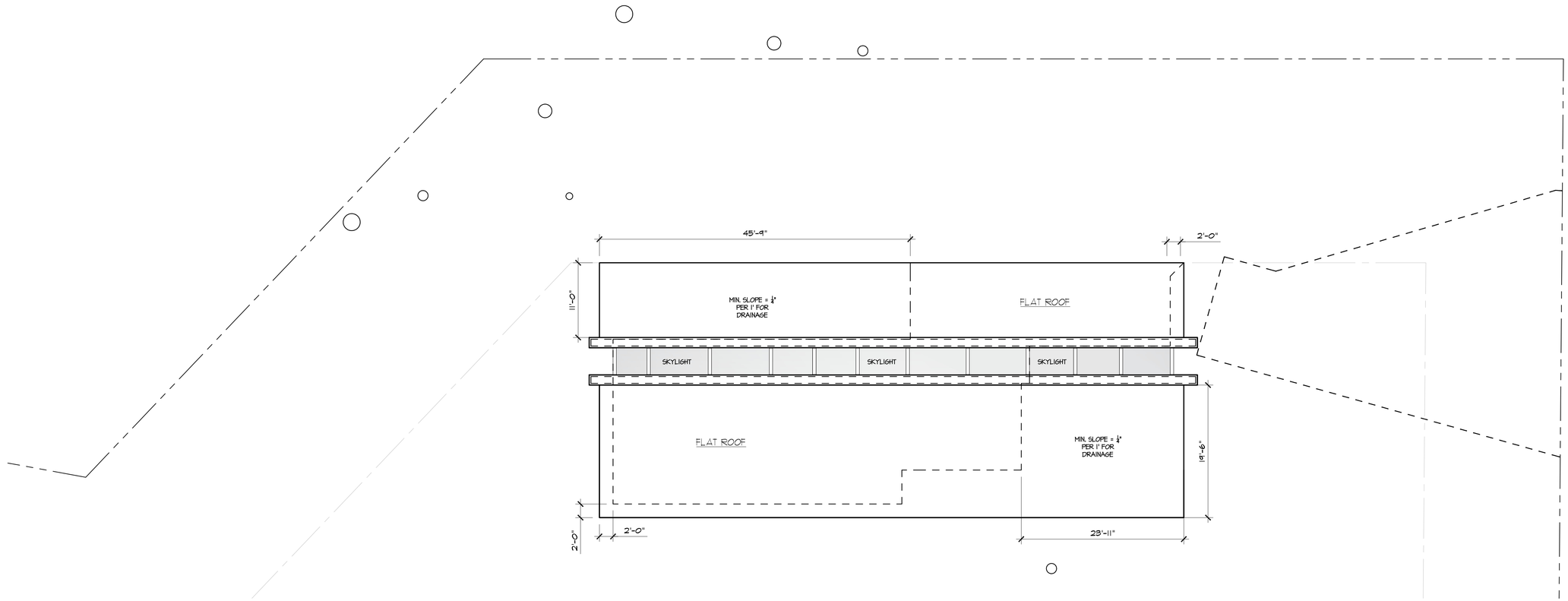
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A-2.1

SHEET OF

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PROPOSED ROOF PLAN

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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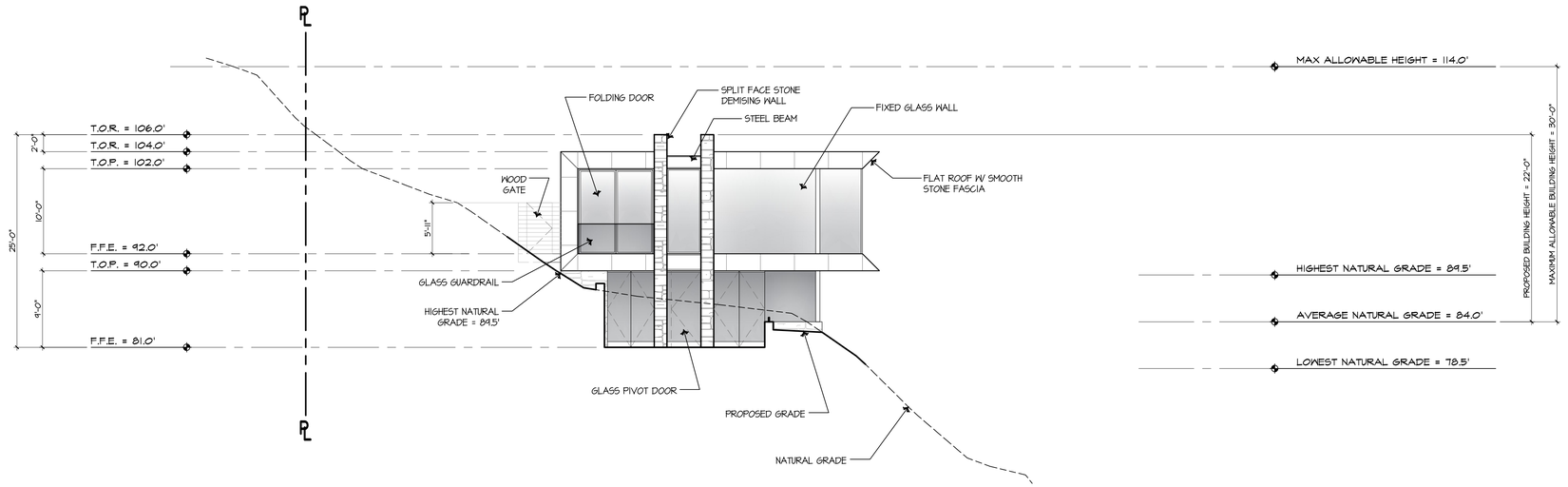
ARCHITECT
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PROPOSED ROOF PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/8" = 1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

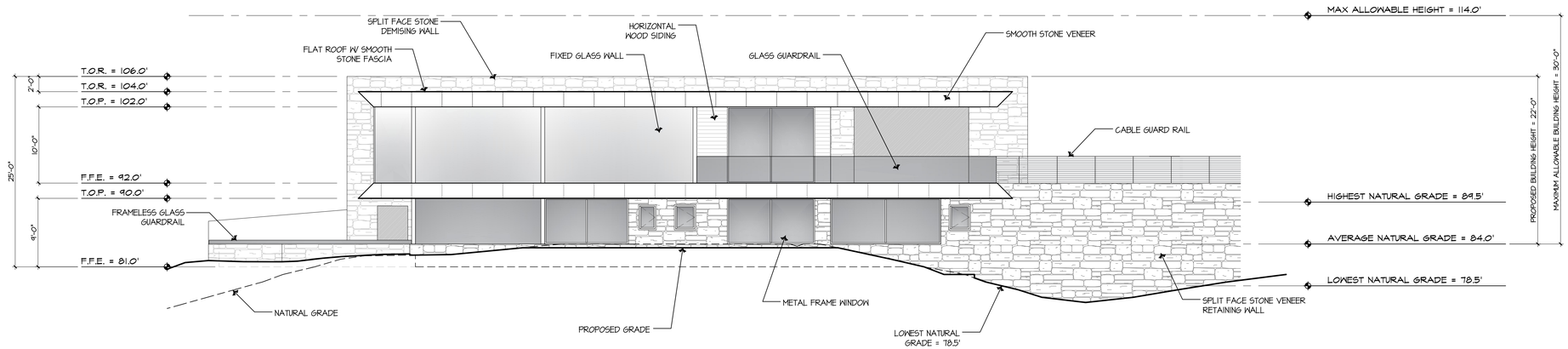
A-2.2
SHEET OF



NORTH ELEVATION

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



WEST ELEVATION

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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NORTH & WEST ELEVATION

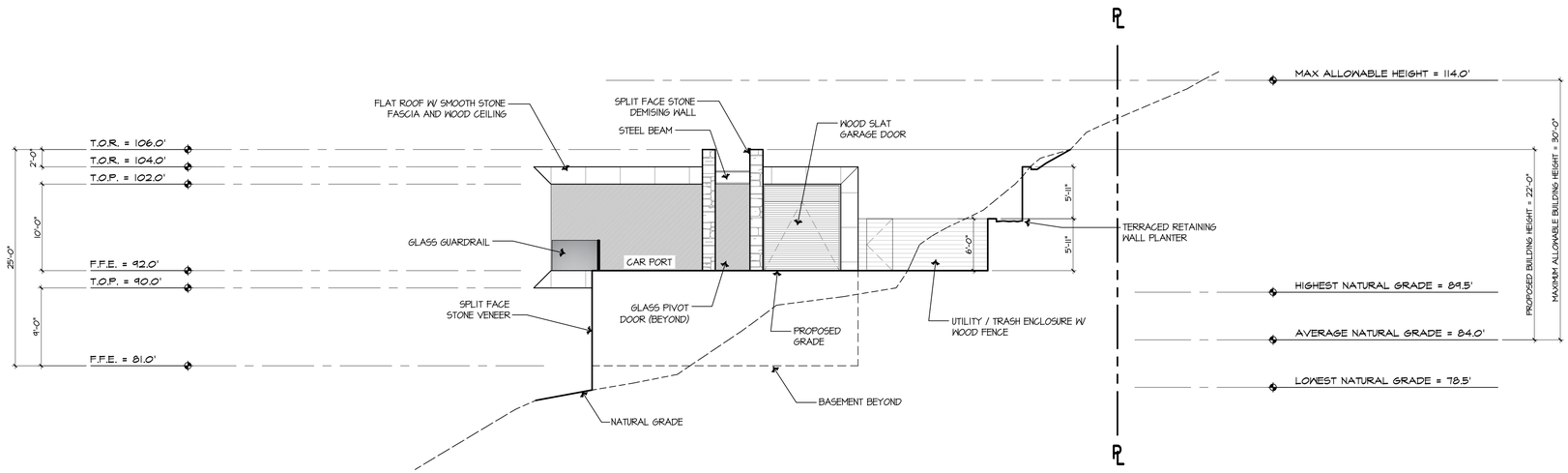
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226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/8" = 1'-0"
DRAWN: JK
JOB NUMBER: 20.09

A-3.1
SHEET OF

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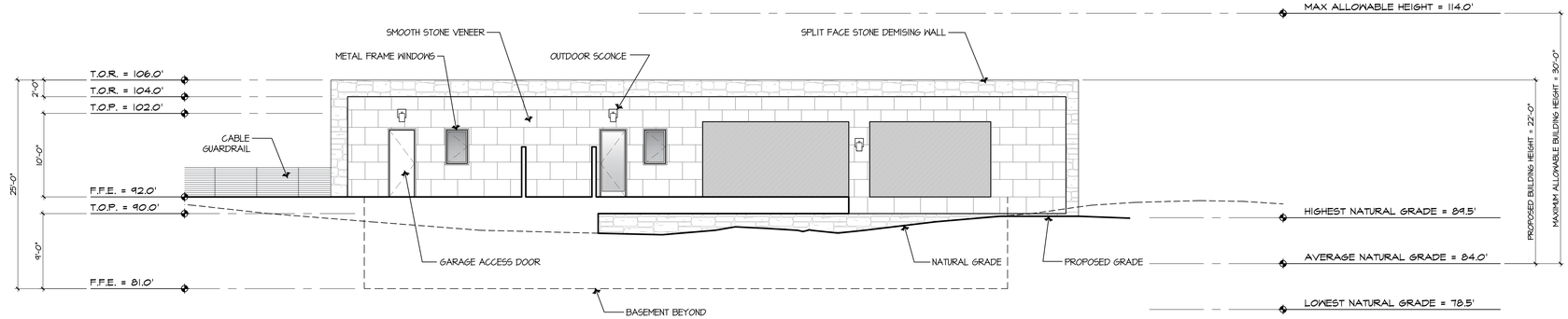
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SOUTH ELEVATION

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



EAST ELEVATION

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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SOUTH & EAST ELEVATION

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/8" = 1'-0"
DRAWN: JK
JOB NUMBER: 20.09

A-3.2
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URBAN ACCESSORIES
STYLE: FLOW



URBAN ACCESSORIES
STYLE: TRIANGLE

10 TRENCH GRATES DRAIN COVER



FRAMELESS PIVOT
GLASS DOOR

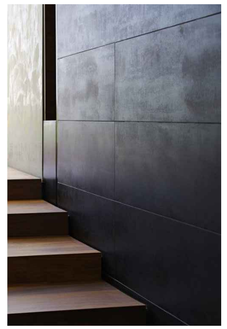


MINIMAL FRAME SLIDING
GLASS DOOR



METAL FRAME WINDOWS

7 FRAMED DOORS & WINDOWS





BLACKENED STAINLESS STEEL

4 STEEL PANEL



BUILT UP ROOF SYSTEM
WITH HIGH ALBEDO / HIGH EMISSIVITY

1 FLAT ROOF



RECESSED DOWN LIGHT
STAINLESS STEEL
7W LED



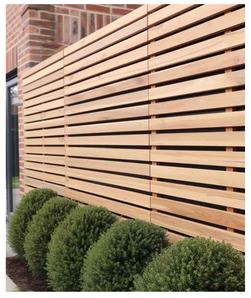
WALL SCONCE
BRONZE BRUSHED
6.6W LED

11 EXTERIOR LIGHTING



GLASS

CABLE



HORIZONTAL CEDAR FENCE
STAINED TO MATCH SIDING

8 RAILING, GUARDRAIL, & FENCE



WOOD SLAT GARAGE DOOR, HORIZONTAL

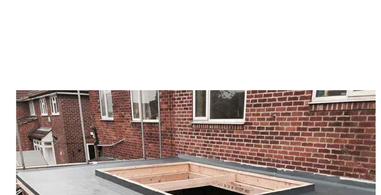
5 GARAGE DOOR



DECK PAVING: STONE



STEPPING STONES



BELGARD URBANA STONE PAVER, PERMEABLE

2 PAVING



*Designed for use with 12 VAC. LED transformer.
**For use up to 24" maximum overall height.

PATH DOWNLIGHT
STAINLESS STEEL FINISH
3W LED



WALL DOWNLIGHT
STAINLESS STEEL FINISH
3W LED



DRIVEWAY SURFACE DOWNLIGHT
STAINLESS STEEL FINISH
3W LED

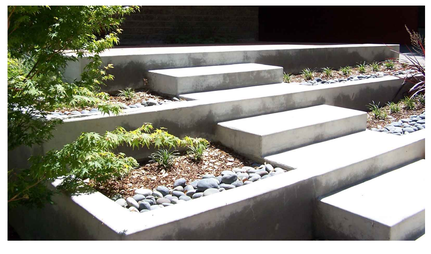
12 LANDSCAPE LIGHTING



COLOR: GOLDEN OAK
MANUFACTURER: MILLBOARD

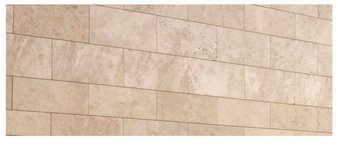


9 WOOD SIDING & CEILING

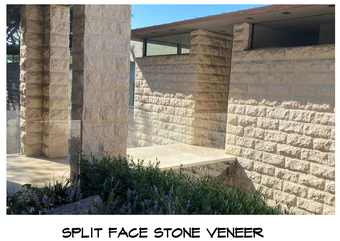


TERRACED RETAINING WALLS W/ STEPS

6 RETAINING WALL



SMOOTH STONE VENEER



SPLIT FACE STONE VENEER

3 STONE VENEER

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MATERIAL SAMPLE

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-7.1
SHEET OF



ENTRY PERSPECTIVE



CLIFF SIDE PERSPECTIVE

REVISION	No.

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RENDERING

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: N.T.S.
DRAWN: HRM
JOB NUMBER: 20.09

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PREVIOUS PERSPECTIVE FROM LOOK OUT POINT



PROPOSED PERSPECTIVE FROM LOOK OUT POINT
*SEE PAGE A-1.4 FOR LOCATION DIAGRAM

REVISION	No.

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LOOK OUT PERSPECTIVE

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE:	4/29/2025
SCALE:	N.T.S.
DRAWN:	HRM
JOB NUMBER:	20.09

A-7.3
SHEET OF

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Exhibit B - Attachment 4

RELOCATION / COMPACTION

PROPOSED BUILDING FOOTPRINT
DECREASED FROM PREVIOUS BUILDING
FOOTPRINT BY THE FOLLOWING DIMENSIONS:

NORTH WEST = -7'-10"
NORTH EAST = -10'-0"
SOUTH EAST = 0'-0"
SOUTH WEST = -21'-0"

DATA COMPARISON

FLOOR AREA:

PREVIOUS BLDG.	=	4,921 S.F.
PROPOSED BLDG.	=	3,525 S.F.
DIFFERENCE	=	-1,396 S.F.

BUILDING SITE COVERAGE:

PREVIOUS BLDG.	=	4,096 S.F.
PROPOSED BLDG.	=	2,865 S.F.
DIFFERENCE	=	-1,231 S.F.

TREE REMOVAL COUNT:

PREVIOUS BLDG.	=	6 PROTECTED
PROPOSED BLDG.	=	4 PROTECTED
DIFFERENCE	=	-2 PROTECTED

BUILDING HEIGHT:

PREVIOUS BLDG.	=	24.75'
PROPOSED BLDG.	=	22.0'
DIFFERENCE	=	-2.75'

PERCENTAGE IN 30% SLOPE

PREVIOUS BUILDING:

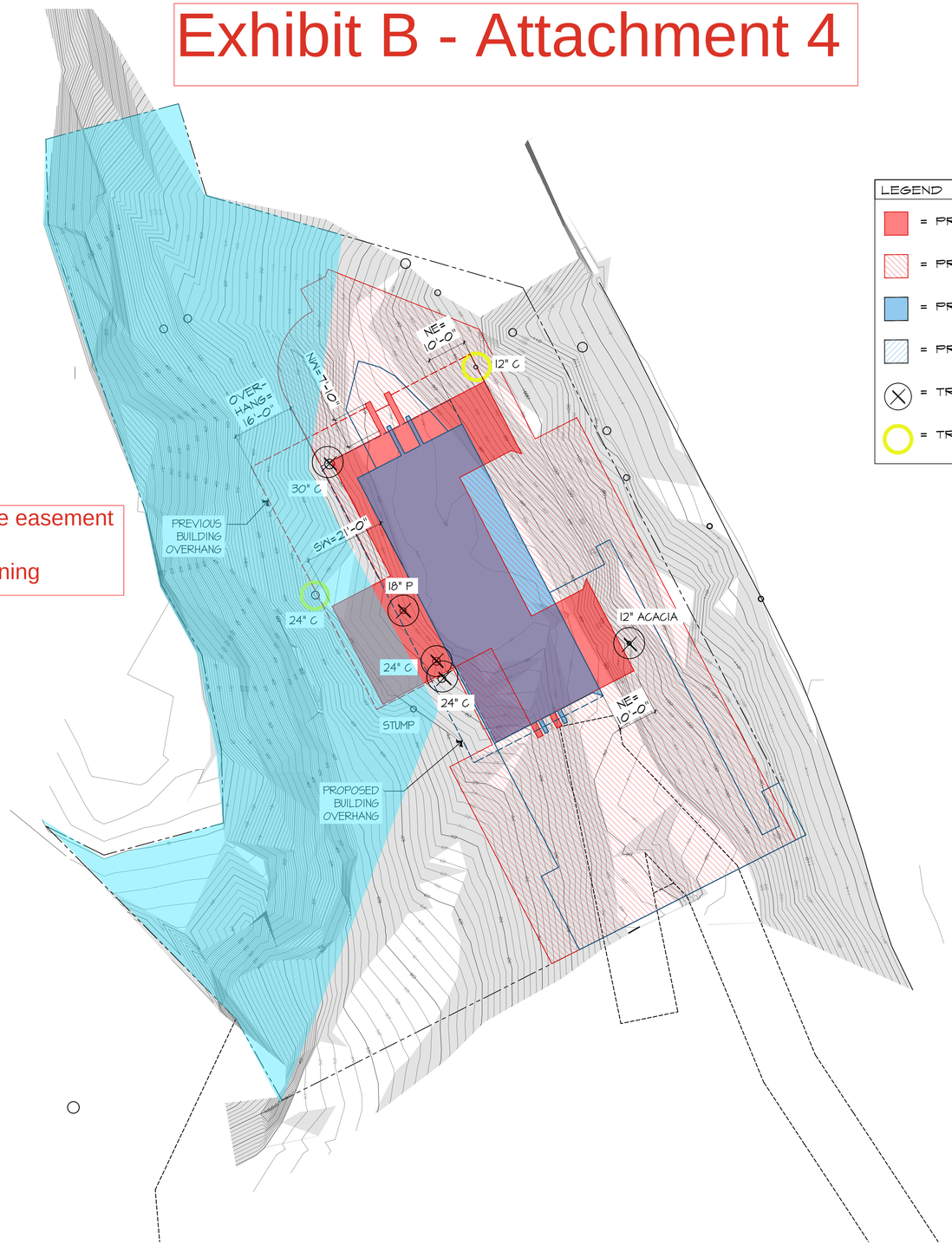
BUILDING FOOTPRINT	=	3,119 S.F.*
FOOTPRINT IN 30%	=	1,448 S.F.
PERCENTAGE IN 30%	=	46%

PROPOSED BUILDING:

BUILDING FOOTPRINT	=	2,371 S.F.*
FOOTPRINT IN 30%	=	500 S.F.
PERCENTAGE IN 30%	=	21%

*CALCULATION EXCLUDES CANTILEVER DECKS WHICH DO NOT TOUCH GROUND

Approximate easement area in teal
- HCD-Planning



LEGEND

- = PREVIOUS BUILDING FOOTPRINT
- = PREVIOUS SITE DEVELOPMENT
- = PROPOSED BUILDING FOOTPRINT
- = PROPOSED SITE DEVELOPMENT
- = TREE TO BE REMOVED
- = TREE TO BE SAVED

N

ORIGINAL & PREVIOUS SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
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ORIG. & PRO. SITE PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 4/29/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.2a
SHEET OF

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_DD

Attachment F

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MINUTES
Carmel Highlands Land Use Advisory Committee
Monday, December 5, 2022

RECEIVED
DEC 09 2022
MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
LAND USE DIVISION

1. **Meeting called to order by** John Borelli **at** 4:04 pm

2. **Roll Call**

Members Present:
Chip Moreland, Norm Leve, John Borelli, Holli Leon, Clyde Freedman, Dan Keig (6)

Members Absent:
Doug Paul (1)

3. **Approval of Minutes:**

A. **November 7, 2022** minutes

Motion: John Borelli (LUAC Member's Name)

Second: Norm Leve (LUAC Member's Name)

Ayes: Chip Moreland, Norm Leve, John Borelli, Holli Leon, Clyde Freedman, Dan Keig (6)

Noes: 0

Absent: Doug Paul (1)

Abstain: 0

4. **Public Comments:** The Committee will receive public comment on non-agenda items that are within the purview of the Committee at this time. The length of individual presentations may be limited by the Chair.

None

5. **Scheduled Item(s)**

6. **Other Items:**

A) Preliminary Courtesy Presentations by Applicants Regarding Potential Projects

None

B) Announcements

None

7. **Meeting Adjourned:** 5:05 pm

Minutes taken by: Holli Leon

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LAND USE DIVISION

Action by Land Use Advisory Committee
Project Referral Sheet

Monterey County Housing & Community Development
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
LAND USE DIVISION

Advisory Committee: Carmel Highlands

1. Project Name: HEISLER KARL F & MICHELE A HEISLER TRS
Item continued from 11/7/22 meeting

File Number: PLN190184
Project Location: 90 CREST RD CARMEL
Assessor's Parcel Number(s): 241-231-010-000
Project Planner: SON PHAM-GALLARDO
Area Plan: CARMEL LAND USE PLAN
Project Description: Combined Development Permit consisting of: 1) Coastal Development Permit for a new test well and 2) Coastal Development Permit for the removal of 4 (four) protected trees (3 Pine & 1 Cypress).

Was the Owner/Applicant/Representative present at meeting? **YES** X **NO** ____

(Please include the names of those present)

Karl Heisler

Was a County Staff/Representative present at meeting? Phil Angelo & Zoe Zepp **(Name)**

PUBLIC COMMENT: None

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	

LUAC AREAS OF CONCERN

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)
Is a new permitted in this area?		Yes
Does it mean you will automatically get a septic permit?		No, but likely if project meets County requirements

ADDITIONAL LUAC COMMENTS

None

RECOMMENDATION:

Motion by: Clyde Freedman (LUAC Member's Name)

Second by: Dan Keig (LUAC Member's Name)

X Support Project as proposed

___ Support Project with changes

___ Continue the Item

Reason for Continuance: _____

Continue to what date: _____

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RESOURCE MANAGEMENT AGENCY
LAND USE DIVISION

Ayes: Dan Keig, Chip Moreland, Clyde Freedman, Norm Leve, Holli Leon, John Borelli (6)

Noes: 0

Absent: Doug Paul (1)

Abstain: 0

Action by Land Use Advisory Committee
Project Referral Sheet

Monterey County Housing & Community Development
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025

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RESOURCE MANAGEMENT AGENCY
LAND USE DIVISION

Advisory Committee: Carmel Highlands

2.

Project Name: JOHNSON HAL W JR & ALLISON H
File Number: PLN210061
Project Location: 226 HWY 1 CARMEL
Assessor's Parcel Number(s): 241-182-003-000
Project Planner: PHIL ANGELO
Area Plan: CARMEL LAND USE PLAN
Project Description: Combined Development Permit consisting of: 1) Coastal Administrative Permit and Design Approval to allow construction of a 3,876 square foot two-story single family dwelling with a 1,372 square foot attached garage & associated site improvements; 2) Coastal Development Permit to allow development within 50 feet of a coastal bluff; 3) Coastal Development Permit to allow removal of seven [7] protected trees (6 Monterey Cypress and 1 Monterey Pine); and 4) Coastal Development Permit to allow development within 750 feet of known archaeological resources.

Was the Owner/Applicant/Representative present at meeting? **YES** X **NO** ____

(Please include the names of those present)

Eric Miller, Eric Miller Architects Inc

Was a County Staff/Representative present at meeting? Phil Angelo & Zoe Zepp **(Name)**

PUBLIC COMMENT: None

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	

LUAC AREAS OF CONCERN

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)
How is access?		Have easement for driveway to get to house
Variance needed to push home back to take advantage of flat area		From 30 feet to 20 feet, advised by County
Slope is greater than 30%		Yes, both in front and back of house
Where is water coming from?		There are three (3) houses [including this house] using the well; adequate amount of water
Where is sewer coming from?		Can hook up to sewer
Where is well water storage?		Didn't know details
How long will it take to construct the house?		About 1 ½ years
What material will be used for the flat roof?		- Vinyl product - Decided against green roof because it won't be seen

ADDITIONAL LUAC COMMENTS

None



RECOMMENDATION:

Motion by: Norm Leve (LUAC Member's Name)

Second by: Chip Moreland (LUAC Member's Name)

X Support Project as proposed

____ Support Project with changes

____ Continue the Item

Reason for Continuance: _____

Continue to what date: _____

Ayes: John Borelli, Holli Leon, Clyde Freedman, Norm Leve, Chip Moreland, Dan Keig (6)

Noes: 0

Absent: Doug Paul (1)

Abstain: 0



Friedrich, Michele

From: Pham-Gallardo, Son
Sent: Tuesday, November 8, 2022 4:48 PM
To: Friedrich, Michele
Cc: Angelo, Philip; Zepp, Zoe
Subject: FW: PLN190184-Heisler - Archaeology
Attachments: Updated GIS Parcel Map.pdf; Parcel-Map_2022.pdf

If Heisler is continued for December 5th meeting, please forward the below information to the LUAC members. Thank you.

Sincerely,

Son Pham-Gallardo
Senior Planner
Monterey County Housing and Community Development
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
Office: (831) 755-5025
Direct: (831) 755-5226

RECEIVED
NOV 08 2022
MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
LAND USE DIVISION

From: Karl F. Heisler <kfhmah@mindspring.com>
Sent: Tuesday, November 8, 2022 1:49 PM
To: Pham-Gallardo, Son <Pham-GallardoS@co.monterey.ca.us>
Subject: RE: PLN190184-Heisler - Archaeology

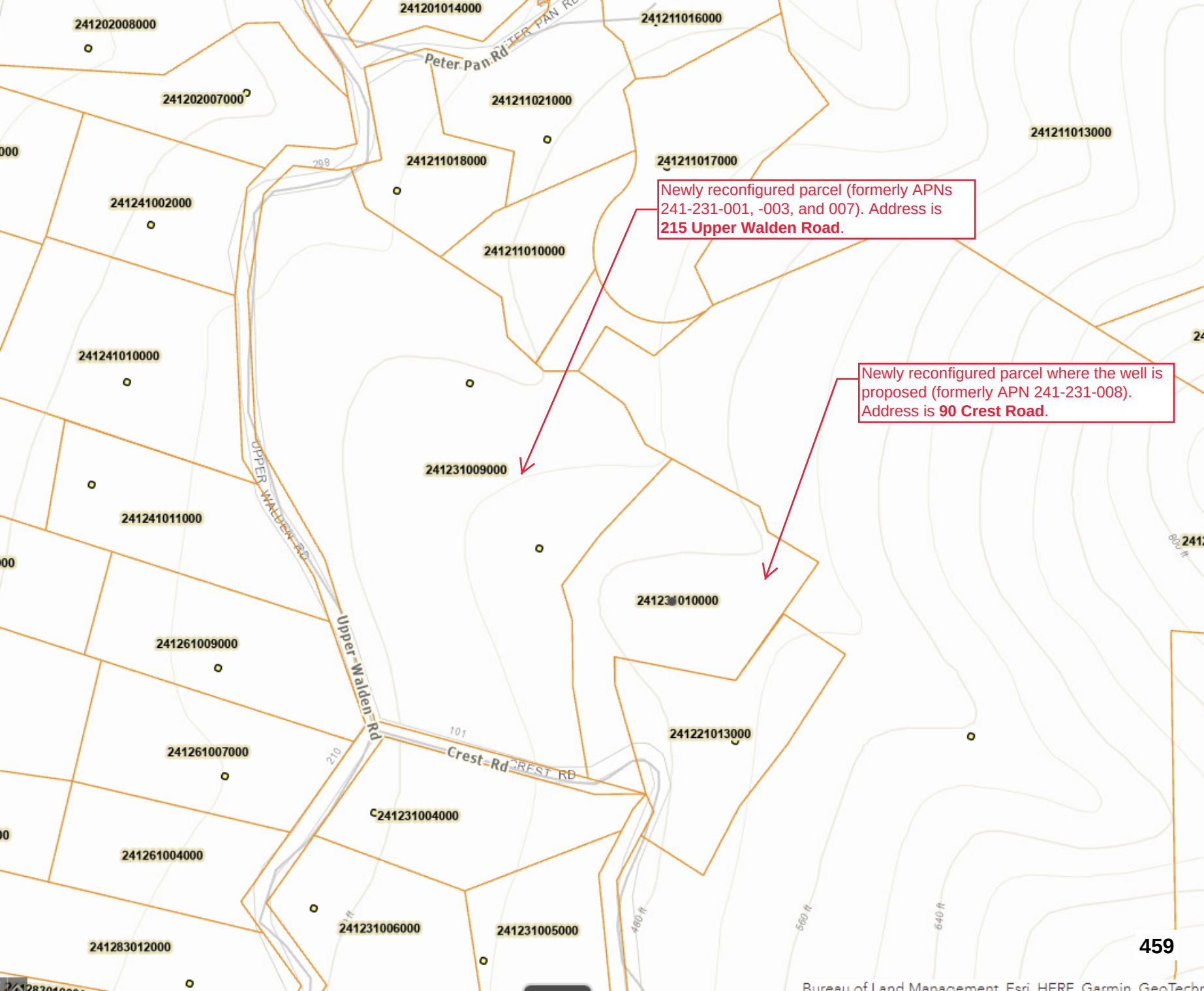
[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
OK; I have those both on my calendar. I will be sure to attend the LUAC meeting.

Regarding the address, it is, in fact, 90 Crest Road, but that address is relatively new. It was created a couple of years ago and then just reassigned to APN 241-231-010 following approval of our lot line adjustment. The easy way to find the site is to go up Crest Road (to the east) from Upper Walden Road (very steep hill). Where Crest makes a near-90-degree turn to the right (south), there is a dirt road that extends to the left (north). That dirt road is part of a 60-foot-wide "panhandle) that leads to the bulk of the parcel, which extends eastward nearly to the big green Cal-Am water storage tank and northward to the ravine. (One of the LUAC members, Dan Keig, is our neighbor to the east, and he recently sold the parcel immediately southeast of our parcel, so I would imagine that he knows where our lot is located.) I have attached a screen shot from the County GIS map, along with the assessor's parcel map.

I would caution folks ***not to try to drive on the dirt road***. The archaeologist who surveyed our property did so, got stuck in the mud, and was stranded for some time before our tree guy was able to extract him using his Bobcat tractor. (The tow truck that showed up could not get to him.) So if someone drives to the site, they should park along Crest Road and not attempt to drive on the property, especially at this time of year!

Thank you.

Karl F. Heisler
kfhmah@mindspring.com
415-377-5303


241202008000
241201014000
241211016000
Peter Pan Rd
241202007000
241211021000
241211013000
241211018000
241211017000
241241002000
Newly reconfigured parcel (formerly APNs 241-231-001, -003, and 007). Address is **215 Upper Walden Road**.
241211010000
241241010000
Newly reconfigured parcel where the well is proposed (formerly APN 241-231-008). Address is **90 Crest Road**.
241231009000
UPPER WALDEN RD
241241011000
241231010000
241261009000
Upper Walden Rd
241221013000
241261007000
Crest Rd
CREST RD
241231004000
241261004000
241231006000
241231005000
241283012000
460 ft
560 ft
640 ft
Bureau of Land Management, Esri, HERE, Garmin, GeoTechn

Provided by:
PARCELQUEST

TAX CODE AREA 60-05

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 241 PAGE 23-1

SCALE: 1 IN.=100 FT.

MAP-2 CARMEL HIGHLANDS
LOTS-18, 31, 34, 38 & 45

Attachment G

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Lombardo & Associates comment prior to May 28, 2025 Planning Commission Hearing.
-HCD-Planning

From: Angela Love
To: 293-pchearingcomments
Subject: Johnson/PLN210061 - Agenda Item No: 2
Date: Friday, May 23, 2025 2:12:52 PM
Attachments: L-PC.05.23.25.pdf

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Attached for consideration by Chair Gonzalez and the Members of the Planning Commission is correspondence from Mr. Lombardo dated today (May 23rd) regarding the above item which is on Wednesday's PC Agenda as Item No. 2. This is being sent by email only. If you have any problems opening up the attachment, please let me know.

Sincerely,

Angela M. Love
Legal Assistant to Anthony L. Lombardo
ANTHONY LOMBARDO & ASSOCIATES
A Professional Corporation
144 W. Gabilan St.
Salinas, CA 93901
Phone (831) 751-2330
Fax (831) 751-2331
Email: angela@alombardolaw.com

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ANTHONY LOMBARDO & ASSOCIATES
A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
JOSEPH M. FENECH
CODY J. PHILLIPS
SHERYL A. FOX

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

May 23, 2025

Our File No: 5692.000

Ernesto G. Gonzalez, Chair
Monterey County Planning Commission
Monterey County HCD
1441 Schilling Place
Salinas, CA 93901

RE: Johnson/PLN210061

Dear Chair Gonzalez:

Our office represents the property owners and applicants, Hal and Allison Johnson. The Johnsons propose to construct a new home on a vacant 27,000 SF lot (0.61 acres) adjacent to Highway 1 in the Carmel Highlands. The new home will be constructed on an existing building pad that has existed for decades.

The proposed home has been substantially reduced in size since it was last presented to the Planning Commission. The applicants and their architect accepted the Commission's recommendation that they substantially reduce their proposal due to constraints of the property. As a result, all requests for variances have been removed. The following compares the original project and the reduced project now proposed.

- Floor Area:
    - Previous 4,921 SF
    - Proposed 3,525 SF
    - Reduction -1,396 SF (39.6%)
- Building Site Coverage
    - Previous 4,096 SF
    - Proposed 2,865 SF
    - Reduction -1,231 SF (-42.9%)

- Protected Trees to Be Removed
    - Previous 6
    - Proposed 4
    - Reduction -2 (-50%)
- Building Height
    - Previous 24.15'
    - Proposed 22.00'
    - Reduction -2.15' (-9.8%)
- Grading
    - Previous 2,305 CY Cut/355 CY Fill/2,660 Total
    - Proposed 700 CY Cut/390 CY Fill/1,090 Total
    - Reduction -1,605 CY Cut (-70%)/+35 CY Fill390 (+7.9%)
- Development on 30%+ Slopes
    - Previous 1,448 SF
    - Proposed 500 SF
    - Reduction 948 SF (65%)

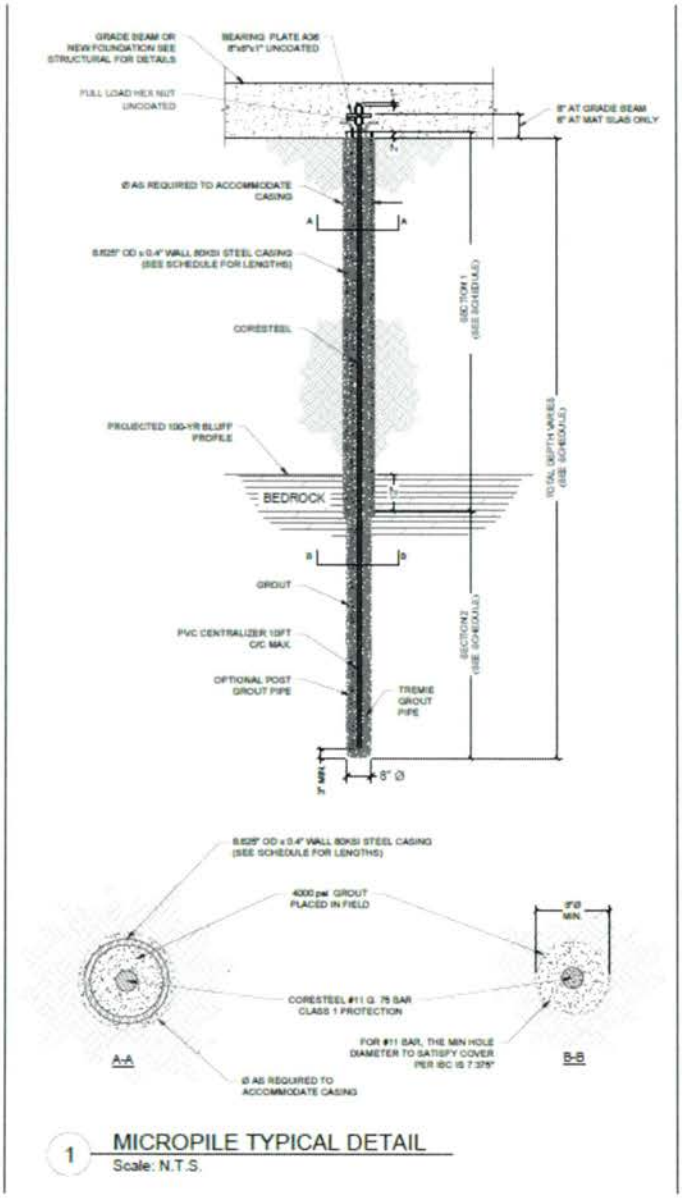
LOCATION OF THE HOUSE AND THE FOUNDATION SYSTEM

The foundation and site design for this home has been prepared by civil, soils, geologic and geotechnical engineers. Their reports are fully and accurately summarized in the Mitigated Negative Declaration prepared by staff which concluded on p. 55, "the geological report stated that the primary geological concerns for the site are slope instability, long-term coastal erosion, and seismic shaking." Both the geological and geotechnical reports considered the site suitable for a single-family residence, provided that the recommendations within them were followed including criteria for site preparation, grading, foundations, storm water control and erosion control. Foundations will be anchored below a projected 100-year bluff erosion profile. All of the expert's recommendations are incorporated as mitigations and conditions of approval. Findings 2, 3 and 7 of staff's recommended Resolution fully addresses this issue.

During the course of the hearing, there was discussion of the foundation system ("micropiles") and that the system would be anchored to the granite bedrock and protect the house in the unlikely event of significant bluff top erosion. The system itself is simple in concept. Piles are drilled down to and several feet into bedrock. They are then anchored and support the foundation. This is a common construction practice used to assure the stability and safety of foundations and structures in situations such as these. The Planning Commission has approved

homes using this type of system previously. The most recent example is the Roberts home between Highway 1 and the ocean just south of Rocky Creek approved by the Commission in March 2024 (PLN230064).

The foundation system is designed specifically for the site by experts, licensed by the State, including geologic engineers, geotechnical engineers, soils engineers and structural engineers. As part of the building permit process, the plan will also be reviewed and approved by the Building Services Department.



CONSISTENCY WITH THE CARMEL AREA LAND USE PLAN (CALUP)

In the letter from Matthew Francois, representing the owners of 230 Highway 1[1],immediately south of the Johnson lot, he raises numerous questions about consistency with the Carmel Area LUP. The IS/MND (pp. 69-74) addresses the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan. The IS/MND found the project to be consistent with all of the Plans. Both the IS/MND and draft resolution go into great detail in their consistency discussion and conclusions.

Much of Mr. Francois' discussion addressed the previous project's visibility, grading and removal of native vegetation. While that plan was consistent, the reduced plan of this letter reduces the scale of the project, tree removal and grading and remains fully consistent with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan.

While the Carmel Area Land Use Plan has significant policy protection and direction to protect the public viewshed, it does not include "invisibility" policies similar to the Big Sur LUP's critical viewshed policies. This project, especially at its reduced scale, fully complies with the policies of the Carmel Area Land Use Plan. The staff report (pages 1-7) and Finding 4 of the staff recommended resolution go into great detail in their analysis and discussion of the visual resource policies and this project's consistency with those policies.

Both the IS/MND and the Resolution prepared and recommended by the staff incorporate detailed evidence and findings, supported by substantial evidence, of the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan.

THE MITIGATED NEGATIVE DECLARATION PREPARED BY THE COUNTY IS ADEQUATE

The attorney representing the Pacaso property at 230 Highway 1 has made several vague and generalized statements about the adequacy of the County's Initial Study and Mitigated Negative Declaration (IS/MND) and suggests the Initial Study and Mitigated Negative Declaration should be revised and recirculated. CEQA Guidelines section 15073.5 (a) requires revision and recirculation if there is substantial information in the record that:

---

[1] The 230 Highway 1 Carmel, LLC is a fractional ownership property owned by 8 different individuals. The property is not a residence. It is a visitor serving use operated under the "Pacaso" management scheme. Access to the Johnson lot is by a private easement in front of the "Pacaso" home and will be visible to that property. The house at 230 Highway 1 is not a home. It is currently owner by 230 Highway 1 Carmel LLC which appears to be based in Ohio. The house is currently being advertised as a "Co-Ownership Home" where parties purchase an interest in the home. As currently advertised, a 1/8th interest can be purchased for $1,595,000. (Exhibit B).

Photographs of the house at 230 Highway 1 during construction in 2014 are attached (Exhibit C).

> (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or;
> (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

Neither of these conditions exist in this application.

Some of the subjects the attorney questioned were:

Infrastructure components are in need of further discussion and analysis. The analysis of the potential impacts from the whole of the project as required by CEQA was done for the original and the reduced project.

Additional evaluation of visual impacts and aesthetics is needed. The visual impact has been fully evaluated in the MND which concluded there were not significant impacts that required more than the normal mitigations and conditions. No evidence has been submitted to support any other conclusion other than that of the MND.

Biological impacts need further analysis. While Mr. Francois states additional information is needed, he presents no evidence to support his claim.

Cultural resources analysis and Tribal Resources discussion are inadequate. Again, Mr. Francois argues additional information is needed but presents no evidence from to support his claim. He also objects to preparation of an archaeological mitigation plan as a mitigation stating that the plan should be done ahead of approval. These are standard mitigations and monitoring agreements executed prior to the issuance of construction permits.

Geology Impacts require further analysis. The geology issues have been fully addressed as previously discussed. The applicant has supplied significant technical information from experts licensed by the State to address such matters. The applicant's consultants reviewed all information submitted by Mr. Francois. They found no new substantial evidence to the contrary suggesting their recommendations were not correct or required revisions.

Greenhouse Gas. Even though Mr. Francois concludes "the [GHG] impacts are likely less than significant", he is nonetheless calling for a GHG study. But, again, he presents no evidence to support a conclusion that GHG from this project will have an impact.

Hazards. Mr. Francois writes, "The MND fails to explain how a staircase would serve as a functional secondary access to the site for emergency responders. The MND also states that a fire originating upslope would likely travel east to west and away from the Project site. (MND, pp. 65, 95.) It is unclear why this is or would be the case." Mr. Francois however does not

present evidence explaining how the description of the staircase relates to the adequacy if the MND.

The project has been reviewed by the Carmel Highlands Fire Protection District. The District has approved the plan. The plans will be reviewed again as part of the building permit process to assure compliance with the District's requirements and California Fire Code.

Hydrology Impacts Need Further Analysis. Mr. Francoise writes, "contrary to the MND's findings, this system would likely result in significant, unmitigated impacts to erosion and flooding" but provides no evidence to support such a claim. On the contrary under State law, the post development runoff cannot exceed the predevelopment runoff. Stormwater systems are designed specifically to account for storms of varying intensity and duration, to collect and store stormwater and to percolate the water on site at a rate which will not impact or adversely affect the surroundings. The plan has been reviewed by Landset Engineering. Their letter of September 20, 2024 (Exhibit A), confirms the design of the system will meet all local and State requirements.

Land Use Consistency Needs Further Discussion: Mr. Francoise asserts the project is inconsistent with the Carmel Area Land Use Plan. This has been previously addressed.

COMPARISON OF THE JOHNSON HOME TO THE PACASO HOUSE AT 230 HIGHWAY 1

The impacts of the construction of his home pale in comparison to the impacts of Mr. Francois's Pacaso house next door. The Planning Commission found 230 Highway 1 project to be categorically exempt and approved its coastal permit February 29, 2012 (PLN110359/Resolution 12-006) by a unanimous vote. The approval included construction of a four-story 6,779 SF house, a 1,061 square foot attached four-car garage, a 396 square foot pool equipment room, terraces, patios, tank, infinity pool and hot tub. The Planning Commission's approval also included 2,900 cubic yards of cut and 300 cubic yards of fill and a 334 square foot guest house. Seven trees were removed including 1 oak, 1 Monterey Pine and 5 Monterey Cypress and a Coastal Development Permit for development on slopes in excess of 30%.

While the record is not clear as to the area of 30% slope being developed, although it appears to be several thousand square feet overall, this plan was included with Resolution 12-006 showing the area of the 30% slope to be built upon:



As can be seen, almost all of the house was built on 30% slopes.

SUMMARY

It is understandable why the neighboring owners of 230 Highway 1 Carmel LLC hired Mr. Francois to stop the Johnsons from building their home in the view of the LLC's and to prevent using the existing, long-standing easement through the 230 Highway 1 property.

The Johnsons have done everything that was asked of them, including reducing their floor area and coverage approximately 40% and reducing the development on 30% slope by 65%. There is no substantial evidence to support a conclusion the project is inconsistent with the Carmel Area

Land Use Plan, other development in the area or is not in full compliance with the California Environmental Quality Act. The staff has done a complete and detailed analysis of this project. Our clients accept all of the conditions and mitigations recommended by the staff in their report to you for the May 28th hearing.

The Carmel Area Land Use Advisory Committee unanimously recommended approval of the larger project. The previously described smaller project is consistent with their recommendation.

We respectfully request that the Planning Commission adopt the Mitigated Negative Declaration and approve the Coastal Development Permit as recommended by the staff.

Sincerely,

Anthony L. Lombardo

cc: Client
Eric Miller

LANDSET ENGINEERS, INC.

20 September 2024

County of Monterey
Housing & Community Development
14410 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Project: Johnson Residence - APN 241-182-003
Carmel, Monterey County, Cafifornia

Subject: **Drainage & Erosion Control Measures**

Reference(s):

(1) 2024 0812M Francois Letter to Philip Angelo, RE: Johnson Hal W. & Allison H; File No. PLN210061, prepared by Rutan & Tucker LLP, dated August 12, 2024.

(2) Soil Engineering Investigation for Proposed Single Family Residence, 226 Highway 1 (Previously 244 #3 Highway 1) Carmel, California, APN 241-182-003, for Hal and Allison Johnson, 3630 Lost Creek Blvd, Austin, Texas 78735, prepared by Rock Solid Engineering, Inc., Project No. 20020B, dated December 15, 2022.

(3) Grading, Drainage & Erosion Control Plan (Planning Submittal) of the Johnson Residence, APN 241-182-003, Carmel, Monterey County, California, prepared by LandSet Engineers, Inc., Project No. 2288-01, latest revised dated June 20, 2024.

Dear Mr. Angelo:

In response to address concerns regarding the drainage and erosion control per Reference (1), the project storm drain system has been designed with the intent to minimize soil disturbance and protect the coastal bluff from any adverse impacts both short term and long term. The storm water outlets shall be integrated into the exposed top of the weathered bedrock, granite surface where physically possible or to an approved point of discharge as directed by the geotechnical engineer.

As to not concentrate all of the storm water flow to one central location to prevent any excess saturation of unstable areas and any detrimental erosion to the bluff, there are multiple points of release for the storm water to specifically limit the quantity of flow. The storm water will be released into the proposed shallow, subsurface rock spreader trenches which are required to be installed where the outlet is not directly onto the granite surface but into the marine terrace deposits and/or old colluvium as specified per Reference (2) and as shown per Reference (3).

By using the rock spreader trenches, it will first dissipate the flow by reducing the velocity and then allow the water to bubble up and sheet flow out uniformly onto the vegetated surface. Due to the sensitive nature of the bluff, any designated unstable areas shall be delineated in the field and the final locations of each storm drain outlet shall be approved by the geotechnical engineer prior to installation and inspected during construction.

Any tree removal (holes and/or depressions) outside of the building areas will be backfilled with engineered fill compacted to 90% minimum relative compaction per Reference (2) and the overall site shall be protected and in conformance with the Erosion and Sediment Control Plan during the duration of construction per Reference (3).

If you have any questions or further clarification is required, please do not hesitate to contact the undersigned.

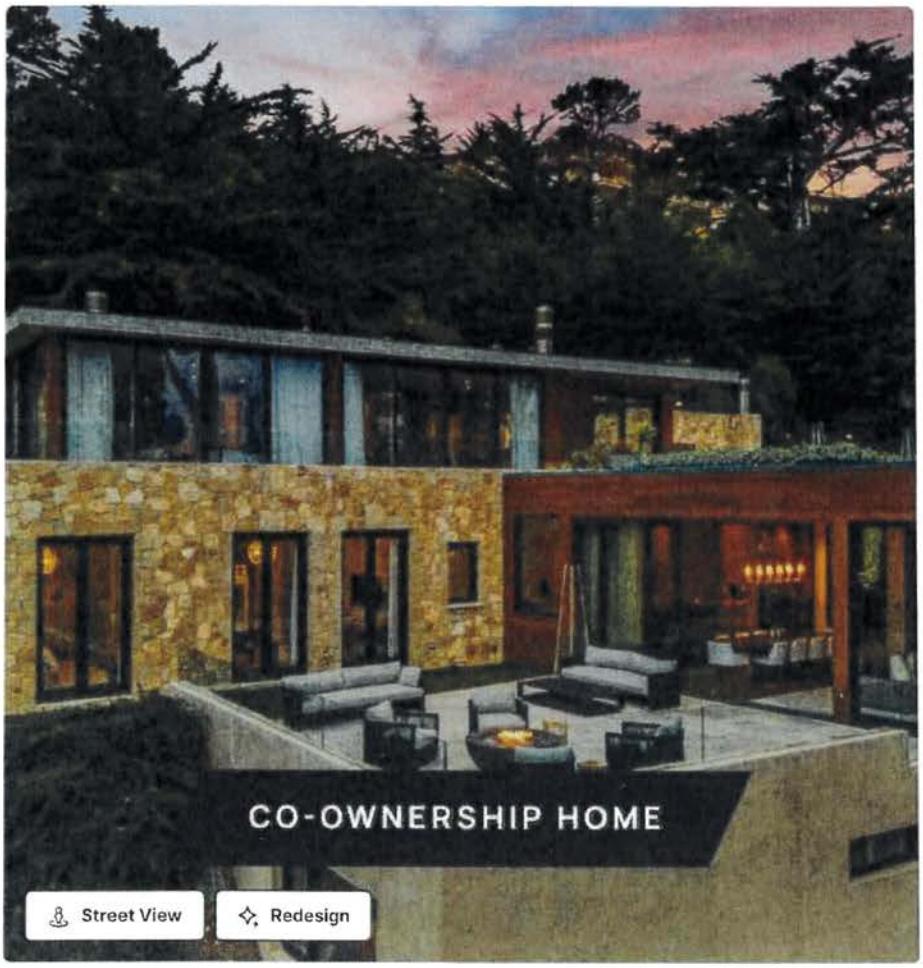
Respectively Submitted,
LandSet Engineers, Inc.



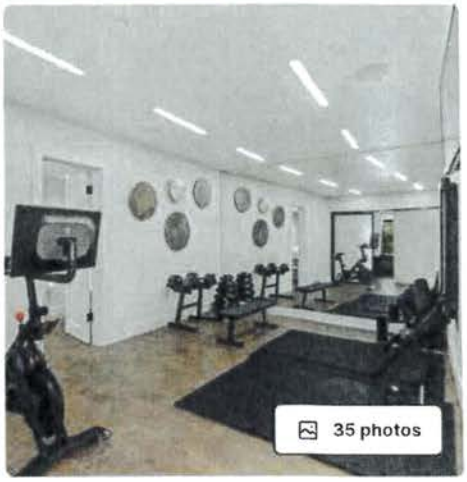
9/20/24

Guy R. Giraudo, P.E., P.L.S.
R.C.E. 56569, LS 8703

Dist: Addressee (2)
C:\docs\FILES\09-24-16 MoCo – Johnson Res







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EXHIBIT B

PENDING ON MAY 8, 2025

230 Highway 1, Carmel, CA 93923



$1,595,000
Est. $10,831/mo **Get pre-qualified**

5 Beds

5 Baths

6,670 Sq Ft

About this home

Own one-eighth of this professionally managed, turnkey home. With northern views of the Pacific and a sunny southern exposure, this architectural statement designed by Studio Schicketanz has cantilevered living spaces that maximize the vistas and capture natural light. The home is located just minutes from downtown Carmel on a half-acre along scenic Highway 1, with several nearby. The home has 5 bedrooms, 5 bathrooms

Show more

27 days On Redfin	Single-family Property Type	2014 Year Built
0.58 acres Lot Size	$239 Price/Sq Ft	4 car garage Parking

Listed by Joseph Maehler • DRE #01457093 • Pacaso Inc

Redfin checked: **9 minutes ago** (May 21, 2025 at 15:27pm) • Source: BAREIS #325032301

Ask Redfin Partner agent Amber Russell and Jennifer Ronan a question



Amber Russell and Jennifer Ronan
Carmel Redfin Partner Agent
Over the Moon Realty, Inc.
Responds in about **3 minutes**

Team of 2 agents

Write a message...

I'd like more home details. | **I'm interested in buying.** | **Is this home still available?**

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2014 CONSTRUCTION PHOTOGRAPHS OF 230 HIGHWAY 1

EXHIBIT C


07/03/2014 14:41


08/22/2014 12:41


07/03/2014 14:12


08/22/2014 12:42

Rutan & Tucker LLP public comment prior to May 28, 2025 Planning Commission Hearing.
-HCD-Planning

From: Respicio, Maryknol
To: 293-pchearingcomments
Cc: Angelo, Philip; Brayer, Robert I.; breylen.ammen@coastal.ca.gov; katie.butler@coastal.ca.gov; tony@alombardolaw.com; Francois, Matthew
Subject: Johnny Hal W. Jr. & Allison H; File No. PLN210061; May 28, 2025 Monterey County Planning Commission Agenda Item No. 2
Date: Tuesday, May 27, 2025 1:56:10 PM
Attachments: image001.png
2025 0527 M. Francois Letter to E. Gonzalez Re Johnson Hal W Jr. and Allison H.pdf

You don't often get email from mrespicio@rutan.com. Learn why this is important

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Chair Gonzalez and Members of the Planning Commission:

Attached please find a letter from Matt Francois regarding the above-referenced subject matter.

Please let Mr. Francois know if you have any questions or comments.

Thank you.

Maryknol Respicio
Assistant to Matthew D. Francois
Five Palo Alto Square, 3000 El Camino Real, Ste. 200 | Palo Alto, CA 94306
O. (650) 320-1500 | D. (650) 320-1500 x7723
mrespicio@rutan.com | www.rutan.com
RUTAN
RUTAN & TUCKER, LLP

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RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

May 27, 2025

VIA EMAIL [pchearingcomments@countyofmonterey.gov]

Honorable Ernesto Gonzalez, Chair
and Members of the Planning Commission
County of Monterey
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061; May 28, 2025 Monterey County Planning Commission, Agenda Item No. 2.

Dear Chair Gonzalez and Members of the Planning Commission:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to register our objections to the proposed residential development at 226 Highway 1 (the "Project"). As you know, the proposed 3,525 square foot residential Project would be located within a key coastal viewshed, on slopes exceeding 30 percent slope and within 50 feet of a coastal bluff, and involves the removal of four protected trees (three Monterey Cypress and one Monterey Pine). At its October 30, 2024, the Planning Commission unanimously adopted a motion of intent to deny the Project.

Since the October 30th Planning Commission, the Project applicant has made changes to the plans, which overall are beneficial compared to the prior plans. However, given the site's location and the important Coastal Act policies that pertain, we believe that additional revisions can and must be made to the Project if it were to be approved. A short list of reasonable modifications to the Project conditions is attached hereto as Exhibit A.

As you know, the pertinent Coastal Act policies: (1) restrict development on slopes exceeding 30 percent—the Project involves approximately 3,095 square feet of development on slopes exceeding 30 percent, (2) require that existing trees and native vegetation be retained to the maximum extent possible—the Project results in the removal of four protected trees, and (3) require that new development not be visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn. (*See*, *e.g.*, Coastal Implementation Plan §§ 20.146.120.A.6, 20.146.030.C.1, 20.146.030.C.4, 20.146.030.D.1; Carmel Area Land Use Plan Sections 2.2.4.10.a, 2.2.4.10.e, 2.2.3.3, 2.7.3.1, 2.7.4.1); *see also*

Monterey County Zoning Code § 20.02.060.B.)[1] In its comments on the Project, Coastal Commission Staff noted the Project's inconsistencies with these policies.[2] Further, multiple homes in this neighborhood have recently experienced failure at slopes greater than 30 percent. Compared to nearby homes, the Project would involve by far the greatest amount of developments on slopes exceeding 30 percent.

In order to conform with key Coastal Act policies, the Project residence should be shifted further eastward to further avoid 30 percent slopes and to avoid removal of four protected trees. (Staff Report, Exhibit A, p. 11 [area shown in white not containing slopes exceeding 30 percent].) Two of these trees proposed for removal (numbers 51 and 52) are listed in "Good" condition according to the Project arborist.[3] Alternatively, the Project residence can be modified to eliminate a cantilevered roof and balcony overhang along the western elevation. (Staff Report, Exhibit A, p. 11 [labeled Cantilevered Roof and Cantilevered Balcony.) Either of these changes would avoid the removal of four protected trees and would pull the northwestern roof overhang further inland to minimize its visibility from Highway 1 and the Vista Point as required by the Coastal Act Policies.

In terms of replacement trees, we had asked the Project applicant to provide a copy of the Landscape Plan shown on Sheet A1.1. The Project plans currently require four replacement trees. Sheet A1.1 showed three replacement trees on the northern elevation of the Project residence. On May 27, 2025 the applicant's attorney provided a copy of the Landscape Plan dated May 23, 2025 that included the three trees along the north plus four new trees on the south that would block coastal views from Owner's residence. (*See* Exhibit B.) The existing trees proposed for removal do not block such views. We raised these concerns with the applicant's attorney who indicated that the architect may have misunderstood the request and indicated a willingness to work with the Owner on the location of the replacement trees. Along those lines, if the Project were to be approved, we ask that a condition be imposed to require Owner's consent to the location of the replacement trees.

---

[1] These policies were discussed in detail in our August 12, 2024 comment letter on the Project Mitigation Negative Declaration ("MND"), which is incorporated herein by reference and attached to the Staff Report as Exhibit F.

[2] (*See*, *e.g.*, October 24, 2022 comment from Coastal Planner Breylen Ammen to County Planner Phil Angelo: "[T]he parcel is largely inappropriate for the intensity of development proposed, and such development would not meet the overarching Carmel LUP Key Policy which requires all future development to be clearly consistent with and subordinate to the foremost priority of protecting the area's scenic beauty and natural resource values." (Staff Report, Exhibit F.)

[3] In an August 25, 2021 email from neighbor Jenny Breitenwischer to County Planner Philip Angelo, Ms. Breitenwischer noted the trees "need to be trimmed but they should not be removed" and stated she had the trees trimmed a couple of years ago with permission from the former property owner "so I know there is nothing wrong with them." (Staff Report, Exhibit F.)

We further agree with the recommendation of the Carmel Area Wastewater District ("CAWD") that the original condition requiring approval of the Carmel Highlands Point Sanitary Association ("Association") be re-inserted as a condition of approval on the Project.[4] As the Can and Will Serve letter from CAWD indicates the Project would be served by the Association's private sewer lateral and so would require approval from the Association members prior to CAWD's issuance of a sewer connection permit. County Staff eliminated this requirement from the condition at the applicant's request. CAWD staff did not see the justification for the change, "as approval from the [A]ssociation would be required for their permit process, and it's an issue the applicant must address regardless." (Staff Report, Exhibit A, p. 21.) In its comments on the Project, Coastal Commission Staff likewise registered concerns with the proposed sewer treatment plan, noting that the Coastal Commission would have to approve annexation of the parcel into the CAWD service area.

Additionally, we do not believe that there is Code support for Staff's interpretation that a retaining wall is not a structure that requires a variance from setback requirements. The Interpretation cited addressed whether structures below grade are subject to the setback requirements and concluded that they were. "Structure" is defined by the County Code as "anything constructed or erected, except fences under six feet in height, the use of which requires location on the ground or attachment to something having location on the ground, but not including any trailer or tent." (County Zoning Code § 21.06.1220.) The plain language of the County Code exempts fences not retaining walls, and the County's interpretation impermissibly adds works to the language of the ordinance. (*See Martis Camp Community Assn. v. County of Placer* (2020) 53 Cal.App.5th 569, 591 and *Watsonville Pilots Assn. v. City of Watsonville* (2010) 183 Cal.App.4th 1059, 1069.)

Further, for the reasons previously set forth in our August 12, 2024 letter, we do not believe the findings for a variance would be justified here. The other projects previously cited by Staff as examples are distinguishable. 255 Highway 1 (PLN170428) had no development on slopes exceeding 30 percent and had a much smaller development footprint and did not encroach on other neighboring development. 243 Highway 1 (PLN070388) likewise involved a much smaller development footprint with development on slopes exceeding 30 percent limited to 300 square feet. The Project has 3,095 square feet of development on slopes exceeding 30 percent.

Finally, the Project necessitates alterations to the existing Mutual Water System to achieve water quality standards. Because the Project results in the need for upgrades to the existing water

[4] The original MND also stated that the Project applicant will need to secure permission from the property owners served by the Association to connect into the shared private system and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

treatment system, all costs associated with such alterations should be borne by the owner/applicant. We request that the Project conditions be modified accordingly.

****

Thank you for your consideration of our client's views on this important matter. Representatives of the Owner, including the undersigned, will be in attendance at your May 28th hearing on the Project. In the meantime, please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP



Matthew D. Francois

MDF:mr

cc: Client (*via email*)
Philip Angelo, Senior Planner (angelop@countyofmonterey.gov)
Robert Brayer, Deputy County Counsel (brayerri@countyofmonterey.gov)
Breylen Ammen, Coastal Program Analyst,
California Coastal Commission (breylen.ammen@coastal.ca.gov)
Katie Butler, District Supervisor,
California Coastal Commission (katie.butler@coastal.ca.gov)
Tony Lombardo, Applicant's Attorney (tony@alombardolaw.com)

EXHIBIT A

REVISIONS TO CONDITIONS OF APPROVAL

- Revise Condition 1: "This Combined Development Permit (PLN210061) allows (subject to revisions specified in subsection f):

    - Option 1: "f) The plans shall be revised to shift the residence to the east to avoid 30 percent or greater slopes and to retain four protected trees (Tree Nos. 50, 51, 52, 54)."

      or

    - Option 2: "f) The Project plans shall be revised to eliminate the Cantilevered Roof and Cantilevered Balcony along the western elevation."

- Revise Condition 13: "Prior to final of construction permits, the applicant shall replace and or relocate each tree approved for removal as follows: - Replacement ratio: 3 Monterey cypress and 1 Monterey pine Replacement tree(s) shall be located within the same general location as the tree being removed while respecting existing views of neighboring property owners. (HCD - Planning) The location of the replacement trees shall be submitted to any affected neighboring property owners for their review and written approval."

- Revise Condition 28: "Prior to issuance of any grading or construction permits, the owner/applicant shall be required to provide evidence that they have appropriate permission to connect to the "Highlands Point Association" private sewer lateral to the satisfaction of the Carmel Area Wastewater District ("CAWD"), and that they have secured a sewer connection permit from the CAWD."

- Add Condition 29: "All costs associated with alterations to the existing constructed Mutual Water System shall be borne by the owner/applicant."

EXHIBIT B



NOTE: ALL REPLACEMENT TREES TO BE THE FOLLOWING:

SPECIES: MONTEREY CYPRESS
SIZE: 15 GAL.
SPACING: 10' MINIMUM

LEGEND

= BUILDING FOOTPRINT

= TREE TO BE REMOVED

= TREE TO BE PLANTED

N

PLANTING PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

PLANTING PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 5/23/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.1a
SHEET OF

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J:\20 Jobs\2009 Johnson_DD\009a1-1r1 s.dwg 5-23-25 05:05:48 PM

Applicant re-submittal letter with response letters to Cornerstone Earth Group letter attached.
-HCD-Planning

ERIC MILLER
ARCHITECTS

April 9, 2025

Mr. Phil Angelo, Senior Planner
Housing and Community Development
1441 Schilling Place South 2nd Floor, Salinas, CA 93901

re: PLN210061 (Johnson)

Dear Mr. Angelo,

This is an analysis of the changes made to the Johnson Residence (PLN210061) located at 226 Highway 1, Carmel, CA 93921, APN 241-182-003-000.

The redesign addresses each of the major issues raised by the Planning Commission in the October 30, 2024 hearing including scale of development and development on slopes, the scale and nature of requested variances, the siting of the project and its potential impact on visual resources, tree removal, and the safety of development in proximity to the bluff.

Scale of Development / Development on Slopes

The redesigned building has been reduced in scale with reductions in floor area, site coverage, height and building site coverage. Development in 30% slope areas has been significantly reduced. The particulars are as follows:

The redesigned building was determined by the most appropriate buildable area on the site. The proposed building location falls within a building pad on the site that follows the 30' Highway 1 setback for around 86' and projects towards the bluff around 31', stopping short of the drastic drop towards the ocean. The 31' dimension is determined from the start of the 30' Highway 1 setback and ends along the bluff when the slopes are greater than 30%. The 86' length is determined by (1) the setback required on south-east property line to allow for a firetruck turnaround in the auto court as well as existing easement for well access, and (2) the setback required on the north-west property line to obscure the building's visibility from the Highway 1 pullout. This rectangular building pad is the best and only viable location for a proposed building on this property. Due to the natural variation in terrain, there are still small portions of this pad with 30% slope, but the majority of this building pad is flat and suitable for development.

The overall scale of the project has been significantly reduced and is quantified on page A-1.2a. The total floor area has been reduced by 1,396 square feet, resulting in a proposed floor area of 3,525 square feet and a FAR of 12.9%. The total building site

coverage has been reduced by 1,231 square feet, resulting in a proposed building site coverage of 2,865 square feet and a ratio of 10.5%. The building height has been reduced by 2.75 feet, resulting in a proposed building height of 22 feet. The proposed design is 7.1% below the allowed maximum floor area, 4.5% below the allowed maximum building site coverage, and 8 feet below the allowed maximum building height. The tree removal count has been reduced from 6 trees to 4 trees, and the arborist has reviewed the redesign and provided an updated report. The percentage of the building in 30% slope has been reduced from 46% to 21%, with the required off street parking falling within a majority of said percentage.

The total development in 30% slope has been significantly reduced as well and a diagram depicting said development can be seen on pages A-1.2b and A-1.2c. All patios within 30% have been eliminated, and the remaining development, including firetruck turnaround, required parking, fire department access, well access, required utilities, and terraced retaining walls, have been reduced to the necessary minimum.

Variances, Nature, and Scale

The project has been redesigned to remove the request for all variances. All structures within setbacks are below 6 feet in height. All development within 30% has been reduced to the necessary minimum.

Visual Resources

The redesign of the building has located it outside of visibility by the public, with diagrams and renderings confirming this located on page A-1.4 and A-7.3. The design reduction has removed the need to plant screening and instead uses the existing trees to screen the home.

Tree Removal

The proposed tree removal has been reduced from 6 trees to 4 trees and has been reviewed by the arborist. The two trees saved are one mature 24" cypress on the downhill side as well as one 12" cypress on the uphill side. The 4 trees requested for removal are all in fair and poor conditions, with either crown dieback & limb breakage, or partially uprooted.

Safety / Development in Proximity to a Bluff

The overall architecture of the building has been simplified for ease of development and construction on a challenge site. The foundation's micropiles are primarily located outside of 30% slope and will penetrate beyond the geological 100-year bluff. The perimeter micropile locations are estimated to be 4 feet on center with the possibility of northern perimeter locations being moved away from the area of 30% slope.

157 Grand Avenue, Suite 106 ■ Pacific Grove, California 93950 ■ Ph: 831.372.0410 ■ Fax: 831.372.7840 ■ Eric Miller Architects, Inc. ■ www.ericmillerarchitects.com

In addition to addressing specific issues raised by the Planning Commission, please note the following:

Waste Hauling Logistics

The designer of the system, Utility Services, has indicated that the location of the septic tank for pumping would be acceptable. The truck access in the motor court is sufficient to reach a 100-foot pipe for servicing.

Neighborhood Site Analysis

A thorough analysis of the neighboring property's statistics has resulted in an average FAR of 14% and an average floor area of 4,801 square feet between all 10 residences. With a proposed FAR of 12.9% and a proposed floor area of 3,525 square feet, the redesigned residence falls under the surrounding community's average calculations by 1.1% below the FAR and 1,276 square feet below the floor area.

This concludes the architectural analysis of the changes made to the Johnson Residence.

Sincerely,

Eric Miller, AIA
Eric Miller Architects, Inc.

157 Grand Avenue, Suite 106 ■ Pacific Grove, California 93950 ■ Ph: 831.372.0410 ■ Fax: 831.372.7840 ■ Eric Miller Architects, Inc. ■ www.ericmillerarchitects.com

Easton Geology, Inc.
P.O. Box 3533, Santa Cruz, CA 95063
831.247.4317 info@eastongeology.com

4 April 2025

Hal and Allison Johnson
3630 Lost Creek Blvd.
Austin, TX 78735

Job No. C21019

Re: Response to Peer Review Comments for
Proposed Development at 226 Highway 1
Carmel Highlands, California
Monterey County APN 241-182-003

Dear Mr. and Mrs. Johnson:

Easton Geology, Inc. has prepared this letter in response to peer review comments made by Cornerstone Earth Group regarding our geologic investigation report for the above-referenced property. The comments stem from the Monterey County application review and public hearing process for the project. The project has been reduced in scale subsequent to the comment process. Our responses below reflect the reduced scale of the project.

For this response letter we reviewed:

- Cornerstone Earth Group, 2024, Geotechnical/Geologic Peer Review, 226 Highway 1, Carmel California, Project No.: 1539-1-1, dated October 28, 2024, 13p.

- Easton Geology 2022, Geologic Investigation, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003, Job No. C21019, prepared 15 December 2022, 35p., 7 plates.

  Easton Geology, 2020, Geologic Feasibility assessment for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003, Job No. C20006, prepared 17 August 2020, 7p., 1 plate.

- Eric Miller Architects, 2025, Proposed Site Plan, Johnson Residence, 226 Highway 1, Carmel, California, 93923, APN 241-182-003, dated 2/20/2025.

Background

The proposed homesite encompasses a small cut and fill pad between the edge of an approximately 85 foot high coastal bluff and a slope descending from Highway 1. We prepared a letter summarizing our assessment of the geologic feasibility for developing the site in August 2020 (Easton Geology, 2020). Our feasibility assessment analyzed the 100-year stability of the site and included a geologically feasible building envelope which incorporated a setback from the toe of

the steep coastal bluff below the existing graded pad, and a 20 foot ministerial setback from the northeastern property line below Highway 1. Our letter concluded that the parcel is geologically feasible to develop, with any development seaward of the geologic setback requiring foundation elements to penetrate below the projected 100-year bluff profile.

We prepared a geologic investigation in December 2022 (Easton Geology, 2022) which again concluded that the site is geologically feasible to develop and included recommendations for mitigating the geologic hazards identified at the site, such as founding structures below the projected 100-year bluff profile and into competent rock. The report included a map depicting our estimated position of the blufftop at the site in 100 years. Our 2022 geologic investigation report supersedes our geologic feasibility assessment completed in 2020.

Cornerstone Earth Group Peer Review Comments and Easton Geology Responses

We have prepared the following responses to the comments (*italicized*) made by Cornerstone Earth Group.

1. *Easton does not adequately characterize three geologic features which appear to represent either active or potentially active landslides, as summarized below.*

    a. *A deposit of Qoal is located beneath the proposed autocourt and also downslope of the southeastern end of the proposed residence as shown on the Easton geologic map. This elongated deposit appears to occupy a sloping swale surface that steepens towards the face of the slope as shown in geologic cross-section D-D'. It would appear that this deposit might be a landslide. The unsupported toe of this deposit is shown as Feature "A" in the attached photo.*

Easton Geology Response: Old alluvium (Qoal) was encountered in Exploratory Shaft 1 and is exposed in the bluff face below the site. The alluvial deposit infills an old, narrow, hillside swale. Similar ancient, infilled swales are visible in roadcuts above Highway 1 near the site. Where exposed in the bluff-face, the old alluvium is stratified and clasts are imbricated. The bluff-face exposure is unsupported yet maintains a steep slope similar to the adjacent granite and marine terrace deposits. As encountered in Exploratory Shaft 1, the alluvium is dense, normally graded, and its clay matrix is stiff. The alluvium encountered in the shaft and exposed in the bluff face is matrix supported in the upper portion of the deposit and becomes clast supported in the lower portion. We saw no shearing or offsets within the old alluvium. The soil profile exposed in the cutslope through the infilled swale in the southeastern portion of the property (above the autocourt) reveals a well developed pedogenic soil. None of the above observations are suggestive of the old alluvium or the swale it infills as resulting from landsliding. We interpret the alluvial deposits to be at least 125,000 years old based on their geomorphic position above a Pleistocene marine terrace, and they are believed to grade with the marine terrace deposits below.

    b. *Along the bottom of the steep slope is an exposure in the granodiorite that shows the intersection of 3 primary joint sets. At this location is a feature that appears to be a potential wedge failure with green moss indicative of seepage (see Feature "B" in the attached photo). Other areas, and potentially those covered by vegetation are indicative of potentially similar rock failure conditions.*

Easton Geology Response: Feature "B", as delineated by the reviewer, is located below the joint-bounded scarp mapped by our firm. Formation of the joint-bounded scarp appears to be the

result of a wedge failure within the weathered granite on the upper bluff. We measured two adversely dipping joint sets in this area, and their resulting line of intersection (the axis of sliding) trends 228AZ and plunges approximately 47 degrees to the southwest. The upslope trend of the axis of sliding passes well north of the proposed residence. Current revised plans for the project depict the proposed residence about 30 feet from the left margin of the mapped wedge failure scarp depicted on Plate 1 of our report and is at least 40 feet from the axis of sliding. The footprint of the proposed residence and its foundation will not be affected by potential enlargement of this slide feature. We saw no wedge failures of similar or larger size during our investigation.

c. *The geologic map shows a headscarp near the northwest corner of the residence deck. The map indicates an 8' vertical joint-bounded scarp at this location with 5 joint attitudes showing random strikes and moderate to steep dips of between 52° and 81° in the granodiorite. Given the other observed joint sets in cliff exposure during our reconnaissance, this scarp (Feature "C" in the attached photo) represents an active slope instability condition.*

Easton Geology Response: We do not believe that Feature "C", as delineated by the reviewer, corresponds with any mapped slope instability features mapped by our firm. The location of "Feature C" on the photo markup by the reviewer lies in the northernmost portion of the parcel, is coincident with a shallow drainage swale, and appears to be 60 or more feet from any proposed improvements. The joint-bounded headscarp referenced on our geologic map was discussed above and corresponds with Feature "B" delineated by the reviewer.

2. *Easton needs to describe in detail how the base of the "Projected 100-year Bluff Profile" was chosen for the initial 3 cross-sections in the Feasibility Report and the final 5 cross-sections in the Easton Geologic Report. Specifically, describe the basis for the lowermost beginning point and the angle of projection towards the top of bluff of the line. Also explain how this appears to be the same geometry on all 5 profiles, given the presence of a bedrock scarp in A-A', deposits of Qoal on the face of D-D', and a pocket of Qcl in E-E'.*

Easton Geology Response: The overall stability of the bluff is governed by wave erosion and failure along adversely dipping joints. For our 100-year bluff retreat analysis we incorporated a minimum of ten horizontal feet of wave erosion at the base of the bluff. This is considered a conservative value, as our measured retreat rates, and those by Scripps (2022), as documented in our report, were less than 0.1 foot per year (10 feet in 100 years) over the nearly 100-year aerial photographic record of the site. We projected critical joint surfaces (adjusted for apparent dip) of between 50 and 57 degrees on our geologic cross sections, assuming failure of the bluff occurring along an adversely dipping joint plane when intersected at its base by wave erosion. We drew the position of the 100-year blufftop where failure along the critical joint plane daylighted with the slope. Many measured joints at the site were typically steeper than the critical joint surfaces, and failure along these joints would not reach as far into the slope. Again, we consider the position of the 100-year blufftop conservative.

The presence of surficial deposits and existing small failure scarps (which are anticipated) are important to consider for local bluff stability and foundation consideration; however, the future position of the blufftop is a more global and prudent bluff stability consideration. It is for these reasons that we have considered both long-term and short-term bluff stability and have

recommended deep foundations which penetrate the anticipated future bluff configuration where improvements are proposed seaward of the 100-year blufftop.

3. *Easton needs to provide more discussion and defense of their initial position whereby development seaward of the "geologically feasible building envelope" must not rely on support from material above the projected bluff profile (as depicted on the cross-sections in the 2020 Feasibility Report) yet later development is allowed seaward of the envelope based exclusively on acceptance via a Factor of Safety of 1.0 in the worst case. Justifying this shifting of the allowable development seaward strictly because of retaining wall and foundation elements being embedded into the underlying competent bedrock is not warranted and conflicts with Monterey County guidance on allowable building on slopes exceeding 30°* [sic – we believe the reviewer meant to say 30 percent].

Easton Geology Response: As previously stated, our 2022 geologic investigation report supersedes our 2020 geologic feasibility report. We have not "shifted the building envelope", and our recommendations for founding structures seaward of the 100-year bluff is unchanged between our 2020 and 2022 reports – foundations shall penetrate below the projected 100-year bluff profile line depicted on the geologic cross sections where improvements are proposed seaward of the 100-year blufftop. The siting of improvements seaward of the position of the 100-year blufftop is not based on a factor of safety of 1.0 but is instead based on founding the structures into competent rock below the projected 100-year bluff profile. The Monterey County Carmel Area Land Use Plan Local Coastal Program and Monterey County Coastal Implementation Plan do not prohibit development on slopes exceeding 30 percent, only that a geologic report is required for development proposed on slopes greater than 30 percent. Our recommendations for responsible and feasible development do not conflict with Monterey County policy.

4. *Easton needs to describe why a kinematic analysis was not performed on this project. Structural attitudes were measured from cut slopes and outcrops at various locations in the study area. While recognizing that access to measurement points is limited due to the steepness of the slopes, there are other methods for obtaining bedrock joints and shears. These include terrestrial LiDAR to develop point clouds as well as line surveys along the face of the toe of slope from a boat or kayak.*

   Relying entirely on surface measurements does not account for anisotropic variability. Therefore, obtaining structural measurements from boreholes is also needed to complement the surface surveys. Downhole televiewer methods (video or acoustic) allow for collection of data with depth. Both methods can provide useful structural data to be used in kinematic analysis that can show the types of failure that may occur on the project site. Easton described in the 2022 Geologic report that due to access limitations hand dug shafts were substituted for drill holes along the autocourt retaining wall. These shafts only penetrated weathered bedrock and do not provide nearly enough structural data of less weathered bedrock to conduct the required analysis. Based on our reconnaissance, other portions of the site close to the setback line could be accessed by track mounted drill rigs capable of advancing wireline diamond coring tools with accompanying downhole televiewer tools. Should future rock coring be utilized on this site, there needs to be consistency on the borehole logs with respect to the degree of bedrock weathering.

Easton Geology Response: A kinematic analysis was not initially performed for this project, as we consider our 100-year bluff retreat analysis conservative due to the low rate of bluff erosion at the site (less than 0.1 foot per year) and an assumed failure along a critical joint surface intersected by wave erosion at the end of 100 years. Granitic bedrock is exposed throughout much of the steep bluff-face as well as on the slope below and above the proposed development area – effectively comprising a vertical bedrock exposure nearly 100 feet high. We measured 28 prominent bedrock joints exposed within the bluff-face and above the proposed homesite. From our site reconnaissance we found that jointing is relatively consistent across the property and were satisfied that we had collected sufficient structural data to characterize the site. For these reasons we elected not to perform wireline coring. We selected adversely dipping joint planes of between 50 and 57 degrees (adjusted for apparent dip) as critical joint failure surfaces for our 100-year bluff retreat analysis on the geologic cross sections. We drew the position of the 100-year blufftop where assumed failure along the critical joint plane daylighted with the slope, as depicted on Plate 1 of our geologic report.

The existing wedge failure scar on the upper bluff slope lies within weathered granite. We performed a kinematic analysis of the wedge failure in December 2024. Kinematic analysis of the adverse joints bounding the failure scar yielded a line of intersection trending 230AZ and plunging 47 degrees to the southwest. Utilizing an equation from Hoek and Bray (1981) and a friction angle of 43 degrees measured from weathered bedrock, we calculated a static factor of safety of 1.41 for wedge failures within the weathered granite. A factor of safety of less than 1.0 would indicate a higher probability of failure. Variables such as root wedging, ground water, and seismic shaking can precipitate slope failures.

With a slope of about 70 degrees, the bedrock bluff-face below the wedge failure scar discussed above is considerably steeper than both the friction angle of 43 degrees and an axis of sliding of 47 degrees within the weathered granite comprising the upper bluff-face. We saw no deep wedge failures within the steep bluff face on the property or on the much taller segment of bluff-face just upcoast of the site. A likely reason for this is that the less weathered bedrock in the bluff-face has a higher friction angle, and a more steeply plunging axis of sliding as evidenced on the bluff-face. Thus, failures along the bluff face at the site are shallower and more steeply inclined.

In our opinion, wedge failures as discussed above and as mapped at the site may occur during the anticipated lifetime of the project and are part of the natural bluff erosion process. These failures will occur seaward of the position of the 100-year blufftop and above the projected 100-year bluff profile. The potential for future bedrock bluff failures to undermine improvements located seaward of the 100-year blufftop will be mitigated by a foundation system consisting of micropiles penetrating below the projected 100-year bluff profile.

5. *Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e.*

block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).

Easton Geology Response: Our qualitative retreat analysis for this project is consistent with the methods used by others for similar investigations in the immediate area, such as at 239 Highway 1 and 255 Highway 1. These projects have been approved and constructed. Our retreat analysis for this project considered failures along adversely dipping joints coupled with the slow rate of wave erosion at the base of the bluff. For improvements located seaward of our 100-year blufftop, we recommended a foundation system which penetrates below the projected 100-year retreat profile. Deep-seated block or wedge failures extending moderate distances inland do not appear to be a dominant or likely mode of failure along the bluff at the site. We saw no evidence of prior, moderate to largescale block or wedge failures along the coastline in the site vicinity. We saw no moderately inclined bluff-faces or rubble piles resulting from block or wedge failures at the base of the bluff indicative of past block or wedge failures near the site. Instead, the bluff-face at the site and vicinity is very steep to near vertical and comprised of blocks of well jointed granite.

The structural engineer for the project design build team performed a finite element analysis in designing the micropile foundation system to support the proposed development. The analysis considered both the existing and 100-year eroded bluff profiles and was designed for all load demands.

This comment has also been addressed by Rock Solid Engineering.

6. *For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30 psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [see Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be considered over up to 3 pile diameters based on materials, micropile spacing, geometry, and other factors.*

This comment has been addressed by Rock Solid Engineering.

7. *Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.*

This comment has been addressed by Rock Solid Engineering.

8. *Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend onto Caltrans right-of-way. In addition, walls*

along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further, any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.

This comment has been addressed by Rock Solid Engineering.

9. *For seismic earth pressures, Rock Solid recommended a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).*

This comment has been addressed by Rock Solid Engineering.

10. *The geotechnical report indicates that development west (i.e. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.*

This comment has been addressed by Rock Solid Engineering.

In summary, it is our opinion that the Easton Geology and Rock Solid Engineering reports adequately mitigate the geologic and geotechnical hazards relevant to the proposed development, and the proposed development is compatible with the site.

Please contact our firm if you have any questions or concerns regarding this project.

Sincerely,

EASTON GEOLOGY, INC.



Gregory Easton
Principal Geologist
C.E.G. No. 2502

Copies: addressee (pdf)
Anthony Lombardo & Associates, attn: Deborah Castles, Esq. (pdf)
Eric Miller Architects, attn: Carla Hashimoto (pdf)
Rock Solid Engineering, attn: Yvette Wilson (pdf)

Project No. 20020B
April 4, 2025

Hal and Allison Johnson
3630 Lost Creek Blvd
Austin, Texas 78735

SUBJECT: **RESPONSE TO PEER REVIEW COMMENTS**
Proposed Single Family Residence
226 Highway 1, Carmel, California (Previously 244 #3 Highway 1)
APN: 241-182-003-000

REFERENCES: See Attached

Dear Mr. and Mrs. Johnson:

The purpose of this letter is to respond to the questions and comments that were generated as part of the planning application review and public hearing.

We have reviewed the Geotechnical/Geologic Peer Review by Cornerstone Earth Group (Reference 1). Please note these comments were based on the previous set of architectural plans prepared by Eric Miller Architects dated June 28, 2024. Our comments in black are related to the peer review comments based on the June 28, 2024 plans.

In response to the comments received, the proposed development has been scaled back. Based on our review of the revised architectural plans Dated 2/20/2025, the building footprint has been reduced in size along with reducing the percentage of development on 30 percent slopes and project site coverage (Reference 4). Our comments related to the most recent plans are provided in blue to distinguish them from the previously proposed site layout.

The comments are listed in the order presented in the peer review starting on Page 7. Easton Geology has responded to Comments 1 through 5. Please find our responses to Comments 5 through 10 listed below.

Comment 5 (p6): *Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e. block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).*

Response 5: The stability of the slopes was analyzed to check for failure above the bedrock. We agree that this is not the only failure mechanism as acknowledged in our reports. The combined analysis approach was to also determine the potential future bluff profile based on 100-years of retreat. The qualitative analysis performed by the project geologist did consider failures along adversely dipping joints and historical retreat rates. The surface and subsurface data was projected onto five cross sections and assumes the bluff-face will retreat up to 10 feet along bluff parallel joints over the next 100 years. Material above the 100-year retreat line will be neglected in the design. This approach is similar to the reports prepared for 239 Highway 1 and 255 Highway 1.

Comment 6 (p8): *For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [See Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be considered over up to 3 pile diameters based on materials, micropile spacing, geometry and other factors.*

Response 6: After coordination with the design build engineer, the micropiles were designed for the load demands associated with the shear strength values for the weathered granite provided by Rock Solid. The engineer's analysis included both the existing conditions and the projected 100-year bluff profile. The design was performed in the finite element analysis software, PLAXIS 2D. The load demands from PLAXIS were used to select the steel section for the micropiles, which was based on permanent ASD load factors after IBC/CBC. The design methodology for the micropiles is outlined in the calculation submittal by DRS.

As the project has been modified significantly, the design build engineer will need to revise their analysis for the current design. However, the design approach will remain the same.

Comment 7 (p9): *Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.*

Response 7: Based on our coordination with the structural engineer and review of the calculation package, micropiles are feasible for this site. The site is a great candidate for micropiles considering the strength of the rock underlying the site, and the environmental sensitivity (i.e., smaller diameter elements like micropiles are more environmentally friendly than larger diameter elements like drilled shafts). The micropile design and analysis is clearly outlined in the calculation submittal by DRS. The micropiles were appropriately designed to the anticipated static and seismic loads including axial compression/tension, shear forces, and bending moments.

Comment 8 (p9): *Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend into Caltrans right-of-way. In addition, walls along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.*

Response 8: The Architect has been coordinating with Caltrans on the previous design (June 2024) and review for the proposed walls. The retaining wall near the east property line had been designed with permanent caissons to avoid the use of rock bolts and therefore eliminate the need for an easement. A drainage plan was prepared by a Civil Engineer. The plan included a swale at the top of the site retaining walls to collect any runoff from upslope and direct it to an appropriate discharge point.

As the plans have been revised, significant cuts and retaining walls near the property line have been eliminated. The new site plan includes terraced retaining walls at the driveway that are a maximum of 6 feet tall and are setback 10 feet from the property line. These walls will likely be designed as simple gravity walls without the need for caissons or tiebacks.

The civil engineer will provide a revised drainage plan for the construction drawings.

Comment 9 (p9): *For seismic earth pressures, Rock Solid recommends a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).*

Response 9: After coordination on the final design, the submitted calculations package included the location of the resultant at 0.33H above the base of the wall.

Comment 10 (p9): *The geotechnical report indicates that development west (ie. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.*

Response 10: The entire residence has been designed with a structural slab supported by micropiles. For the revised design, the entire foundation will also be designed as a mat slab supported by micro-piles.

Discussion and Conclusions

We consider the reports to be adequate for the proposed development and meet or exceed the industry standards for similar development as evidenced by the approved projects for the nearby recent developments.

The Preliminary Geotechnical Investigation (Reference 5) was prepared before plans were developed as a first phase to investigate the feasibility of development of the parcel. The following Geotechnical Investigation (Reference 6) provided design level recommendations for the proposed development after site plans were prepared and included additional analysis. The preliminary reports were not intended to limit development to the small geologically feasible building envelope. The intent was to establish the feasibility and primary geotechnical constraints of developing this parcel.

As the design was not fully developed at the time the reports were prepared and the parcel does have some constraints, we worked closely with a specialty design builder to further analyze the proposed development. The additional analysis included finite element analysis to develop the structural plans and supporting calculations based on the proposed design.

Since those plans were prepared, the scope of the project has been reduced significantly in response to comments by the Monterey County Planning Commission. The reduction in the scope has resulted in a smaller structure that will be further setback from the steep bluff and the property line adjacent to Highway 1. The currently proposed project will eliminate the need for large cuts near the property line and Caltrans Right of Way and will reduce the number and depth of the required foundation elements.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office.

Sincerely,

ROCK SOLID ENGINEERING, INC.



Signed: April 7, 2025

Yvette M. Wilson, P.E.
Principal Engineer
R.C.E. 60245

Distribution: (1) Addressee and via email
(1) Greg Easton via email
(1) Carla Hashimoto via email
(1) Deborah M. Castles, Anthony Lombardo & Associates, via email

REFERENCES

1. Cornerstone Earth Group, Geotechnical/Geologic Peer Review, 226 Highway 1, Carmel, California, Project No. 1539-1-1, Dated October 28, 2024.

2. Easton Geology, Inc., Geologic Feasibility Assessment, for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003, Job No. C20006, Dated 17 August 2020.

3. Easton Geology, Inc., Geologic Investigation, Johnson Property, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003-000, Job No. C21019, Dated 15 December 2022.

4. Eric Miller Architects, Inc., Johnson Residence, 226 Highway 1, Carmel, CA 93923, Sheets A1.1, A-1.2a, A-1.2b, A-1.2c, A-1.3, A-1.4, and A-2.1, Dated 2/20/25.

5. Rock Solid Engineering, Inc., Preliminary Geotechnical Investigation, Coastal Bluff Retreat Analysis, 244 #3 Highway 1, Carmel, California, APN: 241-182-003, Project No. 20020, Dated August 14, 2020.

6. Rock Solid Engineering, Inc., Geotechnical Investigation, Proposed Single Family Residence, 226 Highway 1, Carmel, California (Previously 244 #3 Highway 1), APN: 241-182-003-000, Project No. 20020B, Dated December 15, 2022.

Cornerstone Earth Group Letter transmitted by Rutan & Tucker LLP prior to October 30, 2024 Planning Commission Hearing -HCD-Planning

CORNERSTONE EARTH GROUP

Date:	October 28, 2024
Project No.:	1539-1-1
Prepared For:	Matthew Francois **RUTAN AND TUCKER, LLP** 455 Market Street, Suite 1870 San Francisco, California 94105
Re:	Geotechnical/Geologic Peer Review 226 Highway 1 Carmel, California

Dear Mr. Francois:

Introduction and Background

As requested, we present the results of our peer review for the geologic and geotechnical investigation reports and other aspects of the above-referenced project. Our certified engineering geologist and geotechnical engineer visited the site on October 10, 2024 to review site conditions and potential geologic and geotechnical hazards.

The documents reviewed include the following:

- A geologic feasibility assessment titled, "Geologic Feasibility Assessment for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003," prepared by Easton Geology, Inc. for Terry Tydings, Job No. C20006, dated 17 August 2020.
- A geologic investigation titled, "Geologic Investigation, Johnson Property, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003-000," prepared by Easton Geology, Inc. for Hal and Allison Johnson, Job No. C21019, dated 15 December 2022.
- A preliminary geotechnical investigation titled, "Preliminary Geotechnical Investigation, Coastal Bluff Retreat Analysis, 244 #3 Highway 1, Carmel, California," prepared by Rock Solid Engineering, Inc. for Terry Huntington Tydings, Project No. 20020, dated August 14, 2020.
- A geotechnical investigation titled "Geotechnical Investigation, Proposed Single Family Residence, 226 Highway 1 (Previously 244 #3 Highway 1), Carmel, California, APN: 241-182-003-000," prepare by Rock Solid Engineering, Inc. for Hal and Allison Johnson, Project No. 20020B, dated December 15, 2022.
- A set of architectural plans, Sheets A-0.1, Topographic Survey, A-1.1, A-1.2, A-1.2B, A-1.3, A-2.1, A-2.2, A-2.3, A-3.1, A-3.2, A-7.1, A-7.2, titled, "Johnson Residence, 226 Highway 1, Carmel, California, 93923," prepared by Eric Miller Architects, Inc., dated June 28, 2024.

- A set of civil sheets, Sheets C3 and C4, titled, "Grading Drainage, & Erosion Control Plan," prepared by Landset Engineers, Inc., dated June 2024.

Project Description

A single-family residence with an attached garage is planned on a flag lot situated on a steep granitic bluff between Highway 1 and the Pacific Ocean. The lot has previously had some minor grading to form a small, relatively level cut-fill building pad. The property is constrained by a steep, bedrock slope to the east, adjacent to Highway 1, a residential property to the south, a very steep bluff above a small cove to the west, and a vista point and steep coastal bluffs to the north.

Scope of Services

Our scope of services was presented in our agreement dated September 17, 2024, and includes a review of available information in our files and published documents, historical aerial photo review, site reconnaissance, review of the geologic and geotechnical investigations referenced above, identification of potential geologic, seismic and geotechnical impacts, drafting and report preparation. We also provided drone services to allow for observation of inaccessible vantage points.

General Information

In general, both the Easton Geology, Inc. (Easton) and Rock Solid Engineering, Inc. (Rock Solid) reports were prepared in an iterative and collaborative manner to describe the site. Background research of published reports, maps, and aerial photographs was conducted. Geologic mapping during the feasibility phase and final geologic investigative phases was done. Subsurface exploration via indirect (seismic refraction) and direct (hand augers, drilled borings and shafts) methods performed for the project are typically used for site characterization. Analysis of fault data from government and research sources (Petersen et al, WGCEP and California PHSA) and attenuation relationship models by PEER were used in seismic hazard analysis.

Exploration Methods

Geologic Mapping

Easton conducted geologic mapping of the site initially for the 2020 Easton geologic feasibility report. The surficial geologic mapping was plotted on large scale (1-inch = 1 foot) map sheet overlain on a basemap with a 1-foot contour interval prepared by Rasmussen Land Survey dated 2020. This Site Geologic Map is provided as Plate 1 of the 2020 report and identified the presence of three main geologic units on the site including fill (map symbol af), talus (Qt), and porphyritic granodiorite (Kgdp).

Later geologic mapping, depicted in Plate 1 of the 2022 Easton geologic investigation report identified two additional geologic units on the site including marine terrace deposits (Qcl) and old alluvium (Qoal). This later map expanded the extent of the fill and showed older alluvium in the autocourt area based on aerial photo interpretation. In addition, the map benefitted from data derived from later subsurface shaft excavations and seismic refraction surveys as shown on the newer map.

The 2022 geologic map shows a dashed line labeled as "top of bluff" which varied from Elevation 43.52 to 61.05 feet. Another dashed line labeled "estimated position of 100-year blufftop" is situated coincident with the western boundary of the estimated feasible building envelope from the Easton (2020) report and extends beyond to northwest and southeast.

The geologic mapping indicates various long and narrow fill and cut slopes presumably (according to the text) from early site grading from the 1960's as well as grading by Caltrans possibly as early as the 1930s. The site fill occupies two elongated lobes, which extend from Elevation 86 feet down to 75 feet, and is assumed to be undocumented, non-engineered soil. Some notes on the map indicate "thin sidecast fill," however the borings indicate between 1 and 3 ft in thickness at other locations. Outside of the eastern property line boundary, the Caltrans fill extends from the property boundary upslope at about a 2:1 (H:V) inclination to the edge of Highway and portions may be engineered. A culvert enters the site with no mapped drainage catchment from the Caltrans ROW near the intersection of the guardrail and wall.

Talus deposits are shown as a long, narrow geologic unit at the base of shallow cut slope within the building envelope. The map only indicates this as a recent unit and it is not described in the text with respect to its thickness or consistency. It is assumed to represent deposits that have accumulated from the raveling of the cut slope.

Marine terrace deposits are shown occupying the extreme southwest corner of the property, both above and below the top of the existing bluff. The geomorphology of the marine terraces are discussed in the text. Slightly older than the marine terraces is the old alluvium, which was mapped in two locations on the site geologic map based on an evaluation of air photos. Both of these locations lie within what Easton refers to as colluviated swales. One is an elongated surficial unit trending west and underlying the proposed autocourt. This unit is described as a sandy clay conglomerate in Shaft #1 and #3 where it was encountered. The other location is at the extreme northern boundary of the site and trends to the northwest as it extends beyond the site boundary. Both of these units have a queried geologic contact line, indicating uncertainty. Because of this, the contact lines extend either over the underlying bedrock in the northern location or under the overlying fill in the southwestern location.

Bedrock is shown occupying the steepest slopes just above the cove and then is exposed elsewhere on the site either in cut slope exposures or in outcrop. It is described as a porphyritic granodiorite on the 2020 site geologic map but the 2022 map removes the descriptor and labels it as granodiorite. The boring logs refer to the bedrock as quartz diorite. Structural attitude measurements (13) of bedrock joints are shown on the steep slopes below the top of bluff, along the margins of an arcuate scarp located at the northwest corner of the proposed deck and in outcrop or cut slopes within or adjacent to the feasible building envelope.

Seismic Refraction Surveys

Norcal Geophysical (Norcal) performed three seismic refraction lines on the site in the fall of 2022 along transects designated as SR-1, SR-2 and SR-3. Transects SR-1 and SR-2 generally followed topographic contour both through (SR-1) or just downslope (SR-2) of the feasible building envelope. SR-3 crosses the other two near the envelope and then extends downslope oblique to contour interval to a location offsite near the saddle. The seismic survey processing and interpretation benefitted from borehole data done previously that allowed for some correlation.

Norcal interpreted a relatively thick, low to medium P-wave (Vp) velocity zone in the SR-1, SR-2 and northeastern end of SR-3 transects below 5000 feet per second (fps) indicative of deeply to moderately weathered bedrock. The velocity increased with depth, presumably due to the low degree of weathering. This velocity zone thickened considerably (>25ft) in the downslope (SW) end of SR-3 as it approached the saddle.

Shaft Logging

Four hand-dug exploratory shafts were excavated at locations near the retaining wall proposed for the autocourt or adjacent to the building envelope. One (Shaft 4) was excavated adjacent to Boring B-4 to allow correlation of earth materials. The shafts allowed for direct observation of earth material contacts and geometries that could be missed in borings if not continually logged. The shaft logs describe all five lithologies shown on the geologic map and describe in relative detail the degrees of weathering, inclination of contact, shape and infilling of bedrock joints, and clast/matrix support relationships.

The shafts extended to depths as shallow as 9.25 feet (Shaft 2) and as deep as 12.5 feet (Shafts 1 and 3). Because they were hand excavated, they were limited to the weathering zone. There was a relatively sparse amount of bedrock joint attitudes measurements.

Borehole Logging

Four exploratory borings were drilled on the site using a track-mounted, solid-flight auger drilling rig, equipped with a Terzaghi split spoon sampler and either a 2-inch or 2.5-inch sampling capability. It seems that the borings were logged by both Easton Geology (GFE) and by Rock Solid (YW), as they are presented on different log templates. Of note, the Rock Solid borings describes refusal in "unweathered bedrock" at depths of between 10 and 18 feet, whereas the Easton borings described weathered granodiorite or sampler refusal. Easton describes colluvium at shallow depths consisting of sand with silt or sand with clay, which was not noted on the geologic mapping.

Two hand auger borings were drilled and logged by Rock Solid (JDB/GE) down to top of refusal on bedrock at less than a 5-foot depth.

Discussion

Several conclusions were drawn from the data collected using analysis common to standard of practice in engineering geology and geotechnical engineering. What follows is a discussion on the methodology used to develop these conclusions for various project components.

The Easton Feasibility Report (2020) was prepared to develop a geologically feasible building envelope and to establish a projected bluff setback line. The later Geologic Investigation (2022) provided more background on seismic sources and analysis.

Establishment of Seismic Inputs for Slope Stability Analysis

Easton in their feasibility report (2020) developed 3 geologic cross-sections and deterministically derived seismic shaking data and seismic coefficient (k) for use in slope stability analysis by Rock Solid. Easton considered triggering earthquake scenarios using the San Andreas and San Gregorio faults. The k value of 0.56 was based on ground acceleration of 0.85g generated from a Mw 7.3 earthquake event on the San Gregorio Fault, coupled with a

bluff height of 86 feet and estimated failure thickness of 34 feet. Their calculation also considered topographic amplification on slopes of approximately 45 degrees. The last input was the depiction of a geologically feasible building envelope shown on Plate 1 of that report. From this analysis, Easton reported that the Rock Solid slope stability analysis (2020) found the envelope to be both statically and seismically stable. Presumably from this analysis, the term "stable" reflects a factor of safety of 1.5 and 1.0 or higher for shallow rotational failure (block failure was not addressed) for static and seismic condition, respectively, and the project building limit was extended as much as 40 feet further seaward of the building envelope, as shown in later site plans by both Easton and Rock Solid.

The 2020 Geologic Investigation provided additional descriptions of how the seismic accelerations were derived and provided the results in Table 2 below. Easton did not perform in-situ measurement (e.g. shear wave velocities) or a site-specific response evaluation as part of their ground motion analysis.

TABLE 2
Faults, Earthquakes and Deterministic Seismic Shaking Data

Fault Segment(s)	Moment Magnitude of Characteristic or Maximum Earthquake (M_w)	Estimated Recurrence Interval (years)	Site Soil Classification	Distance from Site (km)	Estimated Mean Peak Ground Acceleration (g)	Estimated Mean + One Dispersion Ground Acceleration (g)
San Andreas (1906 rupture)	7.9	210	C Very Dense Soil / Soft Rock	52.5	0.12	0.22
Monterey Bay - Tularcitos	7.1	2,800		11.1	0.29	0.52
San Gregorio-Hosgri (Sur segment)	7.0	400		4.6	0.45	0.80

Determination of Bluff Setback Line

Easton characterized a "Projected 100-year Bluff Profile" of the steep slopes using geologic mapping and an assumption of a less than 1 foot per 10 year bluff retreat rate. It would appear that this rate is from a published reference (Scripps Institute of Oceanography, 2022) that does not provide a long-term data set that supports a higher or lower rate. Where the "Projected 100-year Bluff Profile" intersects the existing top of bluff represents where the bluff will be after 100 years and also forms the most seaward boundary of the envelope.

Easton provides schematic intersecting joint lines on all of the cross-sections, which presumably show the three primary joint sets. When measured along the axis of the cross-section they indicate apparent dips of 90° vertical, 35° East and 35° West. There is no discussion on these apparent dips, whether they represent the 3 joint sets measured at the face and how they were used to calculate the "Projected 100-year Bluff Profile". The only discussion of geologic structure is the following from the 2022 Geologic Investigation report. "The granodiorite underlying the subject site is highly jointed, with a dominant, steep, bluff parallel joint set controlling the orientation of the bluff face. Joint spacings were typically 6 to 12 inches apart in exposures we measured."

Slope Instability

Easton did address granodiorite stability in the following statement: "The highly jointed granitic bedrock underlying the subject area, however, may be prone to relatively shallow translational sliding where weak, adversely dipping joints or shears daylight on the slope, but again, we saw no evidence during our surface and subsurface investigation to support that a landslide potential exists within the less weathered granodiorite at depth. The overall configuration of the bedrock bluff is controlled by a dominant joint set trending parallel to the cove, and retreat typically results through wave action undercutting and intersecting a steeply dipping, bluff parallel joint surface"

These statements are qualitative and are not supported directly by kinematic analysis such as stereonet evaluations to determine weighting of contributing joint sets, orientation and methods of failure (toppling, wedge or planar).

Conclusions

The Easton Report (2022) has several conclusions, that include the following key statements:

- "The primary geologic concerns for the site are slope stability, long-term coastal erosion, and seismic shaking".
- "Notwithstanding the inherent weaknesses and discontinuities in the areal bedrock, the granodiorite is strong and very erosion resistant. Our subsurface exploration and field reconnaissance determined that the proposed development area is underlain by surficial fill, colluvium and highly weathered granodiorite that becomes stronger and less weathered with depth. Planes of weakness such as joints, shears and inactive faults control the overall configuration of the very slowly retreating bluff face."
- "The very steep bluff-face below the proposed development area is prone to instability resulting from slow, gradual coastal erosion and periodic regional earthquakes. The long-term average erosion rate at the site is less than one foot in 10 years."
- "The site is located in an area of high seismic activity and will be subject to strong seismic shaking in the future."

The Rock Solid report (2022) has several general conclusions, that include the following key statements:

- "Based on the results of our investigation, it is our opinion that from the geotechnical standpoint, the subject site will be suitable for the proposed development provided the recommendations presented herein and in the Geologic Investigation are implemented during grading and construction."
- "Based on our discussions with the design build contractor, the proposed residence and GRS walls will be supported on a foundation system composed of micropiles. Recommendations for this foundation system are provided in Section 5.3, Foundations."

- "The residence will be set into the slope with the lower level retained on the east side and daylighting to grade on the west side. Retaining walls that are integral with the residence are addressed in Section 5.5.2."

- "The project will require fill at the proposed auto-court to reach design grades. The fill wall is anticipated to be a geosythetically reinforced soil (GRS) wall. Recommendations for GRS walls are presented in Section 5.5.3."

- "The project will also include retaining walls for the cut on the northeast side of the parcel. Due to the depth of the required cuts at or near the property lines, the cut wall is anticipated to be supported by rock bolts. Recommendations for cut walls are presented in Section 5.5.4."

- "Existing fill was encountered on the west side of the existing graded pad. The fill appears to be native soil that was excavated from the east side of the graded pad. The fill is loose and appears to have been placed without engineering control. The fill should not be counted on for support of structure or improvements."

Our comments and critiques of the conclusions reached by these reports are noted below.

1. Easton does not adequately characterize three geologic features which appear to represent either active or potentially active landslides, as summarized below.

   a. A deposit of Qoal is located beneath the proposed autocourt and also downslope of the southeastern end of the proposed residence as shown on the Easton geologic map. This elongated deposit appears to occupy a sloping swale surface that steepens towards the face of the slope as shown in geologic cross-section D-D.' It would appear that this deposit might be a landslide. The unsupported toe of this deposit is shown as Feature "A" in the attached photo.

   b. Along the bottom of the steep slope is an exposure in the granodiorite that shows the intersection of 3 primary joint sets. At this location is a feature that appears to be a potential wedge failure with green moss indicative of seepage (see Feature "B" in the attached photo). Other areas, and potentially those covered by vegetation are indicative of potentially similar rock failure conditions.

   c. The geologic map shows a headscarp near the northwest corner of the residence deck. The map indicates an 8' vertical joint-bounded scarp at this location with 5 joint attitudes showing random strikes and moderate to steep dips of between 52° and 81° in the granodiorite. Given the other observed joint sets in cliff exposure during our reconnaissance, this scarp (Feature "C" in the attached photo) represents an active slope instability condition.

2. Easton needs to describe in detail how the base of the "Projected 100-year Bluff Profile" was chosen for the initial 3 cross-sections in the Feasibility Report and the final 5 cross-sections in the Easton Geologic Report. Specifically, describe the basis for the lowermost beginning point and the angle of projection towards the top of bluff of the line. Also explain how this appears to be the same geometry on all 5 profiles, given the presence of a bedrock scarp in A-A', deposits of Qoal on the face of D-D', and a pocket of Qcl in E-E'.

3. Easton needs to provide more discussion and defense of their initial position whereby development seaward of the "geologically feasible building envelope" must not rely on support from material above the projected bluff profile (as depicted on the cross-sections in the 2020 Feasibility Report) yet later development is allowed seaward of the envelope based exclusively on acceptance via a Factor of Safety of 1.0 in the worst case. Justifying this shifting of the allowable development seaward strictly because of retaining wall and foundation elements being embedded into the underlying competent bedrock is not warranted and conflicts with Monterey County guidance on allowable building on slopes exceeding 30°.

4. Easton needs to describe why a kinematic analysis was not performed on this project. Structural attitudes were measured from cut slopes and outcrops at various locations in the study area. While recognizing that access to measurement points is limited due to the steepness of the slopes, there are other methods for obtaining bedrock joints and shears. These include terrestrial LiDAR to develop point clouds as well as line surveys along the face of the toe of slope from a boat or kayak.

   Relying entirely on surface measurements does not account for anisotropic variability. Therefore, obtaining structural measurements from boreholes is also needed to complement the surface surveys. Downhole televiewer methods (video or acoustic) allow for collection of data with depth. Both methods can provide useful structural data to be used in kinematic analysis that can show the types of failure that may occur on the project site. Easton described in the 2022 Geologic Report that due to access limitations hand dug shafts were substituted for drill holes along the autocourt retaining wall. These shafts only penetrated weathered bedrock and do not provide nearly enough structural data of less weathered bedrock to conduct the required analysis. Based on our reconnaissance, other portions of the site close to the setback line could be accessed by track mounted drill rigs capable of advancing wireline diamond coring tools with accompanying downhole televiewer tools. Should future rock coring be utilized on this site, there needs to be consistency on the borehole logs with respect to the degree of bedrock weathering.

5. Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e. block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).

6. For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30 psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [see Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be

considered over up to 3 pile diameters based on materials, micropile spacing, geometry, and other factors.

7. Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.

8. Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend onto Caltrans right-of-way. In addition, walls along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further, any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.

9. For seismic earth pressures, Rock Solid recommended a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).

10. The geotechnical report indicates that development west (i.e. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.

Closure

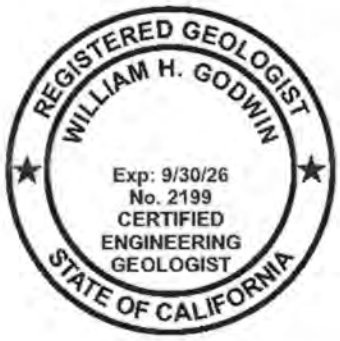
This review of reports and plans has been prepared for the sole use of Rutan and Tucker, LLP in accordance with generally accepted geotechnical engineering principles and practices in the San Francisco Bay Area at this time. No warranties are either expressed or implied.

Should you have any questions, or if we may be of further service, please contact us at your convenience.

Sincerely,
Cornerstone Earth Group, Inc.



Erin L. Steiner, P.E., G.E.
Senior Principal Engineer



William H. Godwin, CEG
Senior Engineering Geologist

ELS:WHG:CBB

Copies: Addressee (1 by email)

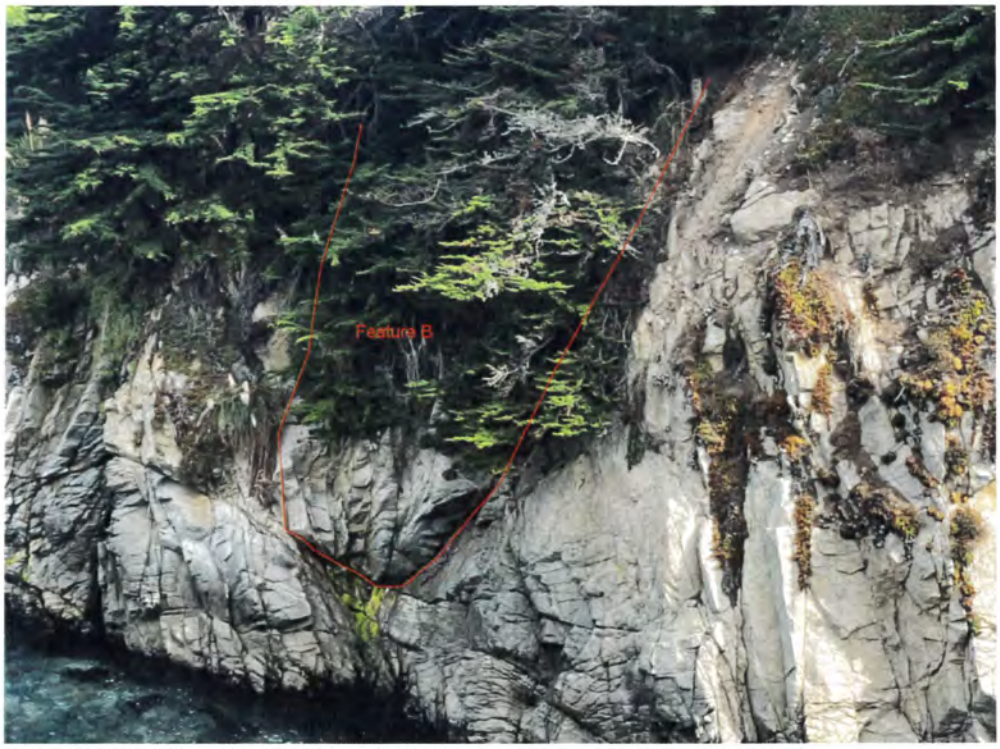
Attachments: Photographs (Feature A through Feature C)

CORNERSTONE EARTH GROUP

Photographs



Feature A – A deposit of Qoal.



Feature B – Potential Wedge Failure.



Feature C – Location of headscarp.

PLN210061

August, 2024
Rutan & Tucker
LLP Comments
-HCD-Planning

Friedrich, Michele

From: Bennett, Brooke <bbennett@rutan.com>
Sent: Monday, August 12, 2024 1:06 PM
To: ceqacomments; Angelo, Philip
Cc: breylen.ammen@coastal.ca.gov; Katie.Butler@coastal.ca.gov; alan.kwong@dot.ca.gov; Francois, Matthew
Subject: Johnson Hal W Jr. & Allison H; File No. PLN210061
Attachments: 2024 0812 M. Francois Letter to P. Angelo Re_ Johnson Hal W Jr. _ Allison H_ File No. PLN210061.pdf

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Good afternoon,

Attached please find correspondence from Matt Francois in regards to the above-referenced matter.

Please feel free to contact our office with any questions or concerns.

RECEIVED
MONTEREY COUNTY
AUG 12 2024
HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

Thank you,

Brooke Bennett
Legal Assistant
Five Palo Alto Square, 3000 El Camino Real, Ste. 200 | Palo Alto, CA 94306
O. (650) 320-1500 | D.
bbennett@rutan.com | www.rutan.com
RUTAN
RUTAN & TUCKER, LLP

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PLN210061

RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

RECEIVED
MONTEREY COUNTY
AUG 12 2024
HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

August 12, 2024

VIA EMAIL [CEQAcomments@countyofmonterey.gov; AngeloP@countyofmonterey.gov]

County of Monterey
Housing & Community Development
Attn: Philip Angelo
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061

Dear Mr. Angelo:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to provide comments on the Mitigated Negative Declaration ("MND") prepared by the County of Monterey ("County") for the proposed residential development at 226 Highway 1 (the "Project"). As you know, the Project is proposed to be developed within a key coastal viewshed a mere few feet from a steeply sloped costal cliff.[1] Similar to the concerns previously raised by Coastal Commission Staff, Owner has serious concerns with the Project's environmental impacts and conflicts with key Coastal Act policies pertaining to geological hazards and visual resources. In order to conform with these policies and avoid significant environmental impacts, the Project, at minimum, needs to be re-sited within and landward (not seaward) of the geologically feasible building envelope. We urge the County to address these serious concerns prior to proceeding with further consideration of the Project.

1. Background

Hal and Allison Johnson, the owners of an approximately 0.63 acre parcel of land located at 226 Highway 1, Assessor's Parcel No. 241-182-003-000 (the "Property"), have submitted an application to the County of Monterey ("County") for a combined development permit to develop the Property with a nearly 5,000 square foot single family residence and associated site improvements. The Property is located within the Coastal Zone, immediately east of the Pacific Ocean and south of a vista point off of Highway 1.

[1] Figure 5 (Project Elevation Profile) of the MND shows how the majority of the Project extends beyond the geologic setback line, protruding over the steep coastal cliff face. A copy of this figure is attached hereto as Exhibit A.

The Project requires a coastal development permit ("CDP") to allow: (1) development within 50 feet of a steep coastal bluff (with slopes exceeding 200%); (2) 6,758 square feet of development on slopes in excess of 30%; (3) removal of 6 trees, including 5 Monterey Cypress (4 of which are landmark trees), and 1 Monterey Pine;[2] and (4) development within 750 feet of known archaeological resources. All of these approvals would be appealable to the California Coastal Commission. (MND, p. 13.)

Further, the Project requires variances from required setbacks, specifically for the front setback parallel to Highway 1 from 30 feet to 20 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet. The variances are needed to construct a 21 foot tall faux rock retaining wall and emergency fire access stairway in the southeast corner of the site.[3] The retaining wall is taller in height than the height of the proposed Project home measured from grade.

Grading of the Project site would involve excavation of approximately 2,305 cubic yards of cut soil and approximately 355 cubic yards of fill, with approximately 1,950 cubic yards hauled off-site for disposal. The proposed construction management plan relies on construction vehicle staging on the shoulder of Highway 1, which would require an encroachment permit from Caltrans.

Access to the Property would be provided from a private drive off of Highway 1 and through a currently unimproved access easement over Owner's property and immediately adjacent to their home. This access easement is unimproved, consisting of dirt and grass. (*See* photos attached hereto as Exhibit B.)

Water service would be provided from the Highway 1 Water Distribution System No. 12, an existing system designed to serve the Property, Owner's property, and a third property immediately south of Owner's property. The Project applicant would be responsible for obtaining permits for upgrading the existing water treatment system.

Sewer service would be provided through a mixed system. Sewer solid waste would be collected in a septic tank on the Property and disposed of by truck. For effluent disposal, the Project would install an ejector pump and 2 inch diameter force main sewer line traveling through the access easement to a private sewer line owned by the Highland Point Sewer Association, which connects to the Carmel Area Wastewater District ("CAWD") water system. The MND states that the Project applicant will need to secure permission from the property owners served by the Highlands Point Association, including Owner, to connect into the shared

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[2] In addition, an Acacia tree is proposed for removal.

[3] The MND does not appear to consider the impacts of excavation needed for the installation of this wall on the adjacent Highway 1 right-of-way.

private system, and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

2. The Project should be revised to conform with key policies concerning geological hazards and re-sited to be located within and landward (NOT seaward) of the geologically feasible building envelope.

The Project conflicts with multiple policies of the Carmel Area Land Use Plan ("LUP") and the Monterey County Coastal Implementation Plan ("CIP") pertaining to geologic hazards that were adopted for the purpose of avoiding or mitigating significant environmental effects.[4]

LUP Section 2.7.4.1 states that "[a]ll development shall be sited and designed to conform to site topography and minimize grading and other site preparation activities." To ensure protection of the Carmel area's scenic resources, buildings located on slopes shall be sufficiently set back from the frontal face. (CIP § 20.146.030.C.1.) In general, development shall not be located on slopes of 30 percent or greater.[5] (*Id.*; LUP § 2.2.4.10.a.) CIP Section 20.146.120.A.6 likewise requires that all parts of a parcel with slopes of 30 percent and greater shall be required to be placed in a scenic easement.

Further, all development must be "sited and designed to minimize risk from geologic, flood, or fire hazards," and "areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development." (LUP § 2.7.3.1; *accord*, CIP § 20.146.080.) For any development proposed in high hazard areas, an environmental or geotechnical report shall be prepared demonstrating compliance with specified policies and associated mitigation measures. (LUP § 2.7.4.3; CIP § 20.146.080.)

Revetments, seawalls, retaining walls and other such construction that alters natural shoreline processes "shall be permitted only where required for the protection of <u>existing</u> development" and "shall respect, to the greatest degree possible, natural landform and visual appearance." (LUP § 2.7.4.10 [emphasis added].)

The MND states the reported "geological concerns" for the site as slope instability, long-term coastal erosion, and seismic shaking. (MND, p. 55.) The MND does not identify this as an impact, as required by CEQA. (*See*, *e.g.*, Pub. Res. Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) And the MND fails to impose any mitigation of this impact, as also required

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[4] Together the LUP and CIP comprise the County's Local Coastal Program ("LCP"). All coastal development permits must be consistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

[5] An exception can be granted but only if there is no alternative which would allow development to occur on slopes of less than 30 percent or the proposed development better achieves the resource protection objectives and policies of the LCP. (CIP § 20.146.030.C.1.a.)

by CEQA. (*Id.*) Indicating that a condition will be imposed to comply with the recommendation of the geotechnical report is not the same as imposing a binding and enforceable CEQA mitigation measure. The same comments about the failure to identify impacts and mitigation apply to the analysis of ground shaking on MND page 56, the analysis of bluff erosion on MND pages 57 to 58, the analysis of landslides on MND page 60, the analysis of drainage on MND pages 60 to 61, and the analysis of paleontological resources on MND page 61.

In regard to coastal bluff erosion, the MND cites to figures showing the geologically feasible envelope.[6] While some of the proposed Project is within this envelope, "much of the residence is seaward of it." (MND, p. 57.) Instead of moving the Project to landward of the geologically feasible envelope, the MND cites to the geotechnical report's recommendation to install a micro-pile foundation below the 100-year anticipated bluff profile. (MND, p. 57.) Although clearly needed to mitigate a significant environmental impact to bluff erosion, the MND does not identify an impact or require that this recommendation be adhered to as an enforceable mitigation measure. The MND fails to comply with CEQA in this regard. (CEQA Guidelines § 15070 [agency can rely on MND only if mitigation measures are imposed that would mitigate significant environmental impacts to the point where no significant environmental impacts would occur]; Public Resources Code §21064.5 [same].)

While not included in the MND, the Project grading plans show the estimated position of the 100 year blufftop. (See Exhibit C.) It runs through most of the Project home. And this projection does not appear to be based on conservative sea level rise projections, but rather aerial photographs of the site dating back to 1929. (MND, p. 57). The applicant will not be able to armor the bluff to protect the development, because it is new and not "existing development." (LUP § 2.7.4.10.) So the County is taking the extreme measure of incorporating a condition requiring that development be re-evaluated and removed if/when it becomes threatened by coastal hazards, such as bluff erosion. (MND, p. 58.)

This is a dangerous and risk-prone development that is not being designed to reflect the highly-constrained nature of the site. In its comments on the Project application, Coastal Commission Staff states that the Project is proposed "adjacent to a steep descending coastal bluff in a high erosion hazard area" with the western footprint of the building appearing to be within five feet of the top of the bluff edge on highly erodible soil. (*See* October 21, 2021 email from Alexandra McCoy to Philip Angelo.) Commission Staff recommends moving the Project away from the bluff and towards Highway 1 as much as possible in order to minimize impacts from coastal hazards and states that the lower level should be reduced in order to provide a stair-stepped foundation that would require less grading. (*Id.*) County Staff too advised the applicant to move the Project "as far away as possible" from the bluff edge and closer to Highway 1. (See October 21, 2021 letter from Philip Angelo to Carla Hashimoto.)

[6] The cross-references to the figures on page 57 of the MND are not accurate. The same comment applies to the figures cited on page 89 of the MND.

The building footprint could easily be shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff. This redesign would have the benefit of avoiding removal of protected Monterey Cypress and other trees.

The MND states that there are no indications of previous landslides in the area. (MND, p. 60.) That is not accurate. A significant slide occurred just south and west of the Project site at 255 Highway 1. (*See* photos attached hereto as Exhibit D.) Coastal Planner Breylen Ammen referenced this slide in her October 24, 2022 email to County Staff, noting that "[r]ecently a landslide occurred on [an] adjacent lot after unpermitted tree removal."

Further, the MND does not analyze the feasibility of soils for the sewer tank. Instead, it assumes the soils would be suitable since there is no indication that they would not be. (MND, p. 61.) Section 20.146.050.E.3.c prohibits new on-site waste disposal systems on slopes exceeding 30 percent. The MND should have included an analysis of this key Project component, including how it conforms to the above-referenced policy, but did not. (*Cf. Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [environmental impact report required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

3. The Project Description fails to describe or analyze key Project components.

CEQA forbids piecemeal review of the significant environmental impacts of a project. (*Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344, 1358.) Rather, CEQA mandates that "environmental considerations do not become submerged by chopping a large project into many little ones—each with a minimal potential impact on the environment—which cumulatively may have disastrous consequences." (*Bozung v. Local Agency Formation Commission* (1975) 13 Cal.3d 263, 283-284.) "Improper piecemealing occurs when the purpose of the reviewed project is to be the first step toward future development or when the reviewed project legally compels or practically presumes completion of another project." (*East Sacramento Partnerships for a Livable City v. City of Sacramento* (2016) 5 Cal.App.5th 281, 293.)

In light of the prohibition on piecemealing, the CEQA Guidelines define "project" broadly as the "whole of an action" which has a potential for resulting in a physical change in the environment. (CEQA Guidelines § 15378(a); *see also* MND, p. 20 [noting that the MND "must take into account the whole action involved, including offsite as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts."]) Courts have construed this to mean that an environmental impact report ("EIR") or MND must examine all relevant parts of a project, including future expansion or later phases of a project that will foreseeably result from project approval. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376 [EIR that analyzed only partial

occupancy of a building by a university lab was invalid for failing to analyze the reasonably foreseeable occupancy of the entire building by the lab].)

It is well settled that a CEQA document must examine the impacts of utilities and other infrastructure that will be constructed to serve the Project. In *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, the court struck down an environmental impact report that did not include an analysis of the construction of sewer lines and expansion of a wastewater treatment plant designed to serve the project. In *Santiago County Water District v. County of Orange* (1981) 118 Cal.App.3d 818, an EIR for a sand and gravel mine was found to be inadequate for failing to describe or analyze the construction of water pipelines that would be needed for mining operations. In *Tuolumne County Citizens for Responsible Growth, Inc. v. City of Sonora* (2007) 155 Cal.App.4th 1214, the court ruled that a proposed home improvement center and the realignment of a road were part of a single project because the home improvement center could not be completed and opened without the realigned road.

Here, the MND fails to consider the impacts of necessary roadway, storm drain, and water treatment system improvements. These necessary infrastructure components of the Project cannot be segmented from the Project. Instead, they must be included in the CEQA review for the Project, but were not.

The MND omits any discussion whatsoever of the necessary roadway improvements that will be needed to access the Property. The Property is currently served by an unimproved dirt and grass road. (*See* photos attached hereto as Exhibit B.) A dirt road is not adequate to serve the Property, including emergency vehicles, fire trucks, and service trucks for the septic tank. (*See* CIP § 20.146.120.A.1.c [new development is permitted only if access roads are constructed to "meet minimum County standards"].) There is no discussion or consideration whatsoever of the necessary roadway improvements and associated infrastructure (e.g., retaining walls) that would be needed to safely access the Property. Likewise, there has been no evaluation or discussion of the potential impacts of the Project's roadway improvements on critical infrastructure supporting Owner's property, including a retaining wall anchored with soil nails. This major omission alone prevents the MND from serving its purpose of informing the County and the public of the environmental impacts of the Project.

The MND also fails to describe and analyze the Project's stormwater system. Controlling drainage is necessary to prevent erosion, which impacts bluff stability. (MND, p. 60.) Yet, this critical issue is being deferred to the post-entitlement phase where it will be reviewed in connection with "ministerial review of grading and building permits." (MND, p. 61.) Omission of this key Project component fails to comply with CEQA. It also fails to comply with CIP Section 20.146.050.E.4.b which requires that an Erosion Control Plan be submitted and approved by the Planning Department prior to the application being deemed complete.

The Project includes significant improvements to a centralized water treatment system. (MND, p. 88.) The water treatment system would include filtration and treatment for iron, manganese, fluoride, and water acidity. (*Id.*) While described in the Utilities and Service Systems section of the MND, the impacts of this off-site Project component are not analyzed anywhere in the MND.

For the reasons stated above, the MND likewise does not provide an accurate, stable, and finite project description, as required by CEQA in order to analyze a project's environmental impacts. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193; *San Joaquin Raptor/Wildlife Rescue Ctr. v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 730; *Sierra Club v. City of Orange* (2008) 163 Cal.App.4th 523, 533. Additionally, an environmental document's project description, and the accompanying analysis, must be consistent throughout the document. If the project description is inconsistent, these shifts prevent the CEQA document from serving as a vehicle for intelligent public participation in the decision-making process. (*San Joaquin Raptor Rescue Ctr. v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 80; *Citizens for a Sustainable Treasure Island v. City & County of San Francisco* (2014) 227 Cal.App.4th 1036, 1052.)

In addition to failing to incorporate key utility infrastructure into the project description, the MND is inconsistent with respect to the Project construction schedule. On page 9, the construction period is 24 months, but on the next page it is described as 12 months. It is unclear what period of time was actually assumed and used in the environmental analysis.

4. An EIR must be prepared due to a fair argument of significant environmental impacts.

An agency must prepare an EIR and cannot legally rely on an MND if there is a fair argument that the Project may result in significant environmental impacts. (Public Resource Code § 21151; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75; *Friends of "B" Street v. City of Hayward* (1980) 106 Cal.App.3d 988, 1002.) Here, there is a fair argument that the Project may result in significant impacts to multiple environmental resources. As such, an EIR must be prepared before the County can legally consider and act on the Project. An EIR is particularly warranted because the Project conflicts with multiple policies of the LUP and CIP that were adopted for the purpose of avoiding or mitigating significant environmental effects.

a. Aesthetics

The Property is situated within the Highway 1 Viewshed and directly visible from a popular pull-out lookout to the north of the site. (*See* LUP, Map A-Carmel Area Local Coastal

Program General Viewshed.)[7] All development within this viewshed "must harmonize [with] and be clearly subordinate to the natural scenic character of the area." (LUP §§ 2.2.2, 2.2.3.3, 2.2.3.4, 2.2.3.6; CIP § 20.146.030.C.1 and C.4.) Existing visual access from scenic viewing corridors and major public view points "shall be permanently protected" for visitors and residents alike. (CIP § 20.146.130.E.5.e; *see also* LUP § 5.3.3.4.c [specifying that structures and landscaping placed on land on the west side of Highway 1 "shall be sited and designed to retain public views of the shoreline from Highway 1 and roads seaward of the Highway."].)

Specifically, new development "within the public viewshed shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible." (CIP § 20.146.030.C.4 [emphasis added]; *accord*, LUP § 2.2.3.3.) CIP Section 20.146.120.A.1 further specifies that new development south of the Carmel River shall be permitted only if various criteria can be "fully met," including that the structure is located outside the public viewshed.

Additionally, structures must be located and designed to minimize tree removal and grading for the building site and access road. (LUP § 2.2.3.7.) LUP Section 2.2.4.10.e states that "[e]xisting trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] [emphasis added].)

Modification of plans, including siting, shall be required to comply with the above visual policies. (LUP § 2.2.3.6.) "The height and bulk of buildings shall be modified as necessary to protect the viewshed." (CIP § 20.146.030.C.1.)

The MND acknowledges that the Project is visible from motorists on Highway 1 and the scenic overlook/vista point. (MND, pp. 22, 26 [Figure 8], 27 [Figure 9], and 28.) The MND claims that there is no significant aesthetic impact because, among others, the structure will be screened by the planting of 3 new trees and because other development is visible. (MND, pp. 22, 27.) But the LUP requires that new development not be visible under existing conditions. (LUP § 2.2.3.3.; CIP § 20.146.030.C.4.) The Project plainly does not comply with these policies.[8]

The MND also states that the removal of 7 trees (including 4 landmark Monterey Cypress trees) is not significant because they are not visible from the highway. That is not shown by any visual simulations in the MND. Coastal Commission Staff expressed concern that removal of

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[7] (*See also* CIP § 20.146.020.Z [defining "public viewshed" as "those areas visible from major public viewing areas such as . . . Highway 1 Corridor and turn-outs . . .."].)

[8] Also, it is not clear whether these simulations represent the current proposed Project plans or were based on prior Project plans for which staking and flagging was done. If they do not represent current Project plans, new simulations based on new staking and flagging need to be conducted and the MND needs to be recirculated for review and comment. (CIP § 20.146.030.A.1.)

the trees would exacerbate impacts from the public viewshed. (*See* October 24, 2022 email from Breylen Ammen to Philip Angelo.) Photos of the trees to be removed to accommodate the western extension of the home extending over the steep, descending coastal bluff are attached hereto as Exhibit E.

In accordance with LUP Section 2.2.4.10.e, existing trees are to be "retained to the maximum extent possible . . .." If the Project building footprint were shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff, it would avoid removal of all Monterey Cypress and Monterey Pine trees. (*See* Project Plans, Sheet A-1.1.) For instance, in her October 14, 2021 email to County Staff, Coastal Planner Alexandra McCoy recommends that "the structure be sited towards highway 1 as much as possible . . . and that existing trees be retained as much as possible and that the property be landscaped with native, non-invasive plants such that they would screen the development from the highway and adjacent overlook."

b. Biological Resources

The MND acknowledges that removal of 5 Monterey Cypress trees and 1 Monterey pine tree, which are special-status species, would be a significant environmental impact. (MND, p. 38.) The MND similarly concludes that the Project would result in substantial adverse effects to nesting bird species. (*Id.*) The MND states that these impacts are not significant due to conditions of approval that will be imposed later. (*Id.*)

After acknowledging significant impacts, the MND was required to include binding, enforceable mitigation measures detailing how the impacts would be reduced to a less than significant level. (Pub. Resources Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) The MND lacks such information and fails to comply with CEQA. At minimum, the MND must be recirculated with the mitigation measures clearly specified and included for public review. (CEQA Guidelines § 15073.5.)

Further, as noted above, removal of the special status Monterey Cypress and Monterey Pine trees can be avoided. Thus, the Project fails to comply with relevant policies of the LCP. (*See* LUP § 2.2.4.10.e ["Existing trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] and CIP § 20.146.030.D.1 [prohibits the removal of landmark trees, except where a finding can be made that no alternatives exist where the tree removal can be avoided].) Four of the Monterey Cypress are landmark trees. It appears that removal of all these protected trees can be avoided by shifting the building footprint to the east, on to the geologically feasible building envelope. Thus, alternative do exist where tree removal can be avoided.

c. Cultural Resources

The MND acknowledges that the proposed Project sewer line traverses a mapped archaeological resource. (MND, p. 43.) The resource is comprised of a large precontact shell midden measuring approximately 75 by 32 meters. (*Id.*) The resource is a possible late period coastal gathering site. (*Id.*)

The MND acknowledges that the Project may result in a significant impact to this unique archaeologic resource. (MND, pp. 45-46.) In response, Mitigation Measure CUL-4 requires that a qualified archaeologist prepare an archeological mitigation plan. The goals of the plan are to, "avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered." (MND, p. 49.) Avoidance shall be considered infeasible "if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage." (MND, p. 50.)

Mitigation Measure CUL-4 conflicts with CIP Section 20.146.090.D.3 which requires that the Project "avoid impacts" to archeological resources. Mitigation Measure CUL-4 also fails to comply with CEQA. CEQA Guidelines Section 15126.4 prohibits the deferral of mitigation measures. The only exceptions are when it is not practical or feasible to include those details during the project's CEQA review and the agency (1) commits itself to the mitigation, (2) adopts the specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard. Here, the MND does not explain how or why it is not practical/feasible to prepare the archaeological mitigation plan now. Further, Mitigation Measure CUL-4 lacks specific performance standards and fails to specify the actions that would achieve any such standard. In a substantially similar case, the First Appellate District ruled that a mitigation measure that required avoiding an impact to the extent feasible without restricting development potential failed to comply with CEQA's requirement for a clear, objective performance standard. (*East Oakland Stadium Alliance v. City of Oakland* (2023) 89 Cal.App.5th 1226, 1274.)

Mitigation Measure CUL-2 requires an archaeological monitor for any earthwork within 50 feet of the unique archaeological resource. (MND, p. 47.) But the MND later states that the exact location of this resource is not known, and the County did not require further sub-surface investigations despite requests from tribal representative to do so. (MND, pp. 96, 86.) Thus, there is no assurance that this mitigation will avoid or minimize the impact, as stated and as required by CEQA.

d. Geology

The Project's potentially significant impacts to geology and soils are detailed in Section 2, *supra*.

e. Greenhouse Gas Emissions

Contrary to CEQA Guidelines Section 15064.4 and controlling case law, the MND fails to quantify the Project's greenhouse gas emissions or rely on a qualitative analysis or performance based standards. (*Mission Bay Alliance v. Office of Community Investment & Infrastructure* (2016) 6 Cal.App.5th 160.) While the impacts are likely less than significant, the required analysis still must be performed.

f. Hazards

As yet another example of the extremely constrained nature of the site, the MND notes that the Project includes an emergency fire access stairway along the eastern property line parallel to Highway 1 to allow emergency evacuation or secondary access to the site for emergency responders. (MND, pp. 64, 82) The MND fails to explain how a staircase would serve as a functional secondary access to the site for emergency responders. The MND also states that a fire originating upslope would likely travel east to west and away from the Project site. (MND, pp. 65, 95.) It is unclear why this is or would be the case.

g. Hydrology

The Project adds 8,435 square feet of impervious surfaces to the Project site. (MND, p. 68.) As noted previously, the MND contains no detailed description or analysis of the Project's storm drain system. Yet, the MND claims that it "would capture runoff from structures and impervious surfaces in catch basins it toward [sic] dispersion trenches where water would infiltrate into the soil." (MND, p. 68.) On page 89, the MND states the dispersion trenches would be located along the western property line, where captured runoff would percolate into the ground. The western property line is the steep, eroding cliff bluff. Contrary to the MND's findings, this system would likely result in significant, unmitigated impacts to erosion and flooding.

h. Land use

The Property is located between Highway 1 and the Pacific Ocean. Key policies in the LCP emphasize protection of visual resources and minimizing risks associated with geologic hazards. As detailed above, there is a fair argument that the Project conflicts with policies in the LCP that were adopted for the purpose of avoiding or mitigating an environmental impact. As

such, an EIR is needed. (*Cf. Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903 [EIR required due to fair argument of significant impacts related to project's inconsistency with specified land use policies].) Additionally, the Project, as currently designed cannot be approved because it is inconsistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

i. Noise

The MND states that construction would be allowed on Saturdays, which is not requested in the applicant's construction management plan. (MND, p. 76.) Please confirm that these extended construction hours comply with County Code.

In its comments on the Project application, County Staff registered concerns about the Project's deep piers causing major groundborne vibration. But there is no analysis of the vibration impacts in the MND on neighboring properties, including Owner's property, even though the Project proposes to use the access road immediately adjacent to said property and requests a variance to install Project improvements within 2 feet of the shared property line. The MND states without analysis that "it is not anticipated that localized vibration would be excessive, as the project would utilize standard construction equipment" and vibration would attenuate with distance. (MND, p. 77.) The MND lacks substantial evidence to support this conclusion, and, at minimum, must be revised and recirculated to address it.

j. Tribal Cultural Resources

Despite the very high likelihood of impacts to tribal cultural resources, and the request by tribal representatives to conduct additional sub-surface investigations, the Project applicant was not required to do so. (MND, p. 87.) Under applicable case law, the failure to conduct such studies necessitates preparation for an EIR. (*Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [EIR required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

4. Findings for the necessary Project variance would not be supported by substantial evidence.

According to County Staff, the Property has two front setbacks—one from the Highway 1 right-of-way and the other from the southern property line bordering Owner's property. The required front setbacks are 30 feet. (Monterey County Zoning Code ["MCZC"] § 20.14.060.C.1.) The Project request variances to allow a 20 foot setback from Highway 1 and a 2 foot setback from Owner's property. (MND, p. 14.) The County could not justify granting such an immense variance from the setback required to Owner's property.

A variance can be granted only if the following findings can be made: (1) because of

special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the County Zoning Code is found to deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification, (2) the variance does not constitute a grant of special privileges inconsistent with the limitations upon other property in the vicinity and zone in which such property is located, and (3) the use or activity is expressly authorized by the zoning regulations governing the parcel of property. (MCZC § 20.78.040; *see also* Government Code § 65906 ["Variances from the terms of [a] zoning ordinance[] shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical classifications."].)

No substantial evidence would support findings for such an enormous variance of the front yard setback to Owner's property. (Code of Civil Procedure § 1094.5(b); *see also Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 522 and *Lucas Valley Homeowners Association v. County of Marin* (1991) 233 Cal.App.3d 130, 142.)

First, the Property's location, size, shape, topography, and/or other physical conditions do not vary substantially from those of other parcels in the same zoning district or vicinity such that special circumstances exist. A pad conforming to the setbacks was previously installed on the site, and there is no reason why the Project cannot be developed in accordance with the controlling setback from the southern property line. Courts have overturned an agency's granting of a variance in similar circumstances when there has been no showing that the property differs substantially from other parcels in the zoning district. (*See*, *e.g.*, *Topanga Association for a Scenic Community*, *supra*, 11 Cal.3d at 522; *Orinda Association v. Board of Supervisors* (1986) 182 Cal.App.3d 1145, 1166; and *PMI Mortgage Ins. Co. v. City of Pacific Grove* (1981) 128 Cal.App.3d 724, 731.)

As noted by the First District Court of Appeal in *Orinda Association*, *supra*, 186 Cal.App.3d at 1166, "the desirability of the proposed development, the attractiveness of its design, the benefits to the community, or the economic difficulties of developing the property in conformance with the zoning regulations, lack legal significance and are simply irrelevant to the controlling issue of whether strict application of zoning rules would prevent the would-be developer from utilizing his or her property to the same extent as other property owners in the same zoning district." [Emphasis added; *accord*, *Broadway, Laguna, Valley Association v. Board of Permit Appeals* (1967) 66 Cal.2d 767, 775; *Hamilton v. Board of Supervisors of Santa Barbara County* (1969) 269 Cal.App.2d 64, 67; and *Stolman v. City of Los Angeles* (2003) 114 Cal.App.4th 916, 926.)

The Project applicant purchased the Property in 2020, after enactment of the LDR/1-D(CZ) zoning regulations. The applicant knew or should have known of the key limitations on development, including front yard setbacks. Self-induced hardship, as is the case here, is not a sufficient basis on which to grant a variance. (*See*, *e.g.*, *Broadway, Laguna, Valley Association*,

supra; *San Marino v. Roman Catholic Archbishop* (1960) 180 Cal.App.2d 657; *Minney v. Azusa* (1958) 164 Cal.App.2d 12; and *Town of Atherton v. Templeton* (1961) 198 Cal.App.2d 146.)

Second, contrary to state and local law, the Project would grant the Project applicant special privileges that are inconsistent with the restrictions placed on other parcels in the same zoning district or vicinity. (MCZC § 20.78.040; Government Code § 65906 ["Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."].) Based on a survey of surrounding lots, including Owner's property, they all comply with applicable front yard setbacks. Approval of the Project thus would grant the Applicant special privileges inconsistent with other properties in the area.

Third, while the Project home is allowed by zoning, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, the County's approval of the Project would violate both state and local law. The Project requires a major variance from the setback required to Owner's property. No substantial evidence would support granting such a variance. (*See*, *e.g.*, *Topanga Association for a Scenic Community*, *supra*, 11 Cal.3d at 522 [California Supreme Court overturns variances for nonconforming mobile home park development reasoning that the approvals would "radically alter" the nature of the zone and noting that such changes were a "proper subject for legislation, not piecemeal administrative regulations."].)

5. As currently designed, the Project cannot be approved as it is not the least environmentally damaging alternative in regard to views and geologic hazards.

The minimum building site in the LDR-1 zone is one acre. (CIP § 20.14.060.A.) At 0.63 acre, the Property is a substandard (or nonconforming) lot.

MCZC Section 20.02.060.B allows the County to grant an exception to allow for development on substandard lots it if finds that the strict application of the area land use policies or development standards denies all reasonable use of the subject property. The exception may be granted only if the County determines that: (1) the parcel is otherwise undevelopable due to specific policies of the applicable land use plan and development standards of the ordinance, (2) the grant of a CDP would not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and land use designation in which the property is located, (3) "any development being approved is the least environmentally damaging alternative project," and (4) any development being approved is an allowable use and "shall be appealable to the California Coastal Commission." (MCZC § 20.02.060.B.)

In order to make Finding 3, "the development shall be required to minimize development of structures and impervious surfaces to the amount needed to reduce environmental impacts to the greatest extent possible and shall be required to locate the development on the least environmentally sensitive portion of the parcel." (*Id.*)

As noted above, the Project is currently proposed to be situated in a geological hazard area, infringing on a key coastal viewshed area, and resulting in the removal of 6 special status tree species, including 4 landmark Monterey Cypress trees. The Project could be moved landward to avoid all of these impacts. As such, the Project is not being located on the least environmentally sensitive portion of the parcel.

Further, as noted above, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, as currently proposed, the County could not make the findings to grant an exception for development on this substandard lot.

****

Thank you for your consideration of our client's views on this important matter. Please add the undersigned to the list of interested parties to receive any and all future notice(s) regarding the Project. Please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP



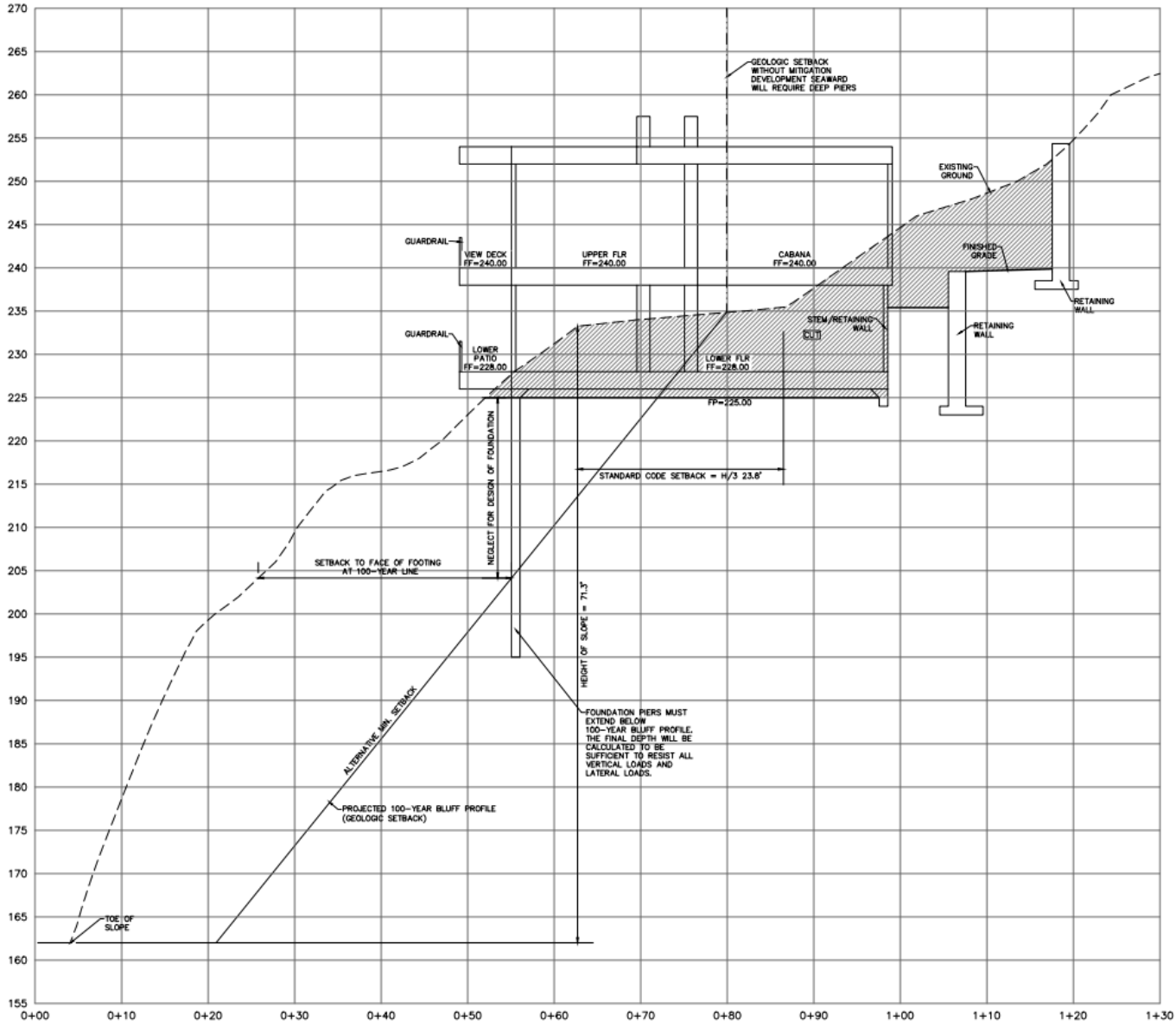
Matthew D. Francois

MDF:bb

cc: Client (*via email*)
Breylen Ammen, Coastal Program Analyst, California Coastal Commission (*via email*)
Katie Butler, District Supervisor, California Coastal Commission (*via email*)
Alan Kwong, California Department of Transportation, District 5 (*via email*)

EXHIBIT A

Figure 5 Project Elevation Profile



Source: IX.39

EXHIBIT B

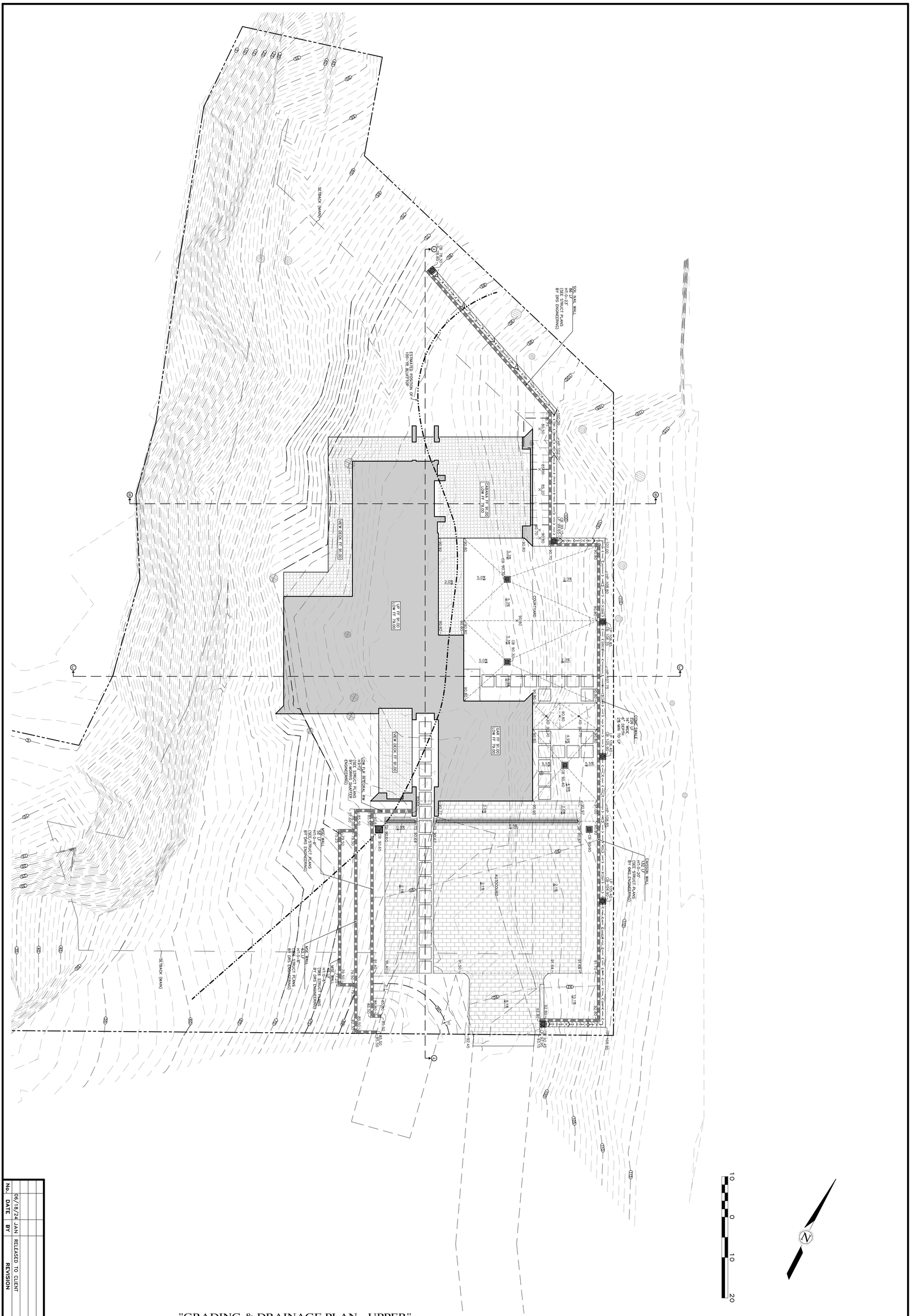
A1) Easement access to property





https://photos.app.goo.gl/fJf5c9B9pYet2PDZ9

EXHIBIT C



"GRADING & DRAINAGE PLAN - UPPER"

No.	DATE	BY	REVISION
	06/19/24	JAN	RELEASED TO CLIENT

SCALE: 1" = 10'
DATE: JUN 2024
JOB NO: 2288-01

SHEET C3 OF 10 SHEETS

GRADING, DRAINAGE, & EROSION CONTROL PLAN

OF

THE JOHNSON RESIDENCE
A.P.N.: 241-182-003
CARMEL, CALIFORNIA

FOR

HAL & ALLISON JOHNSON

LANDSET ENGINEERS, INC.
520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

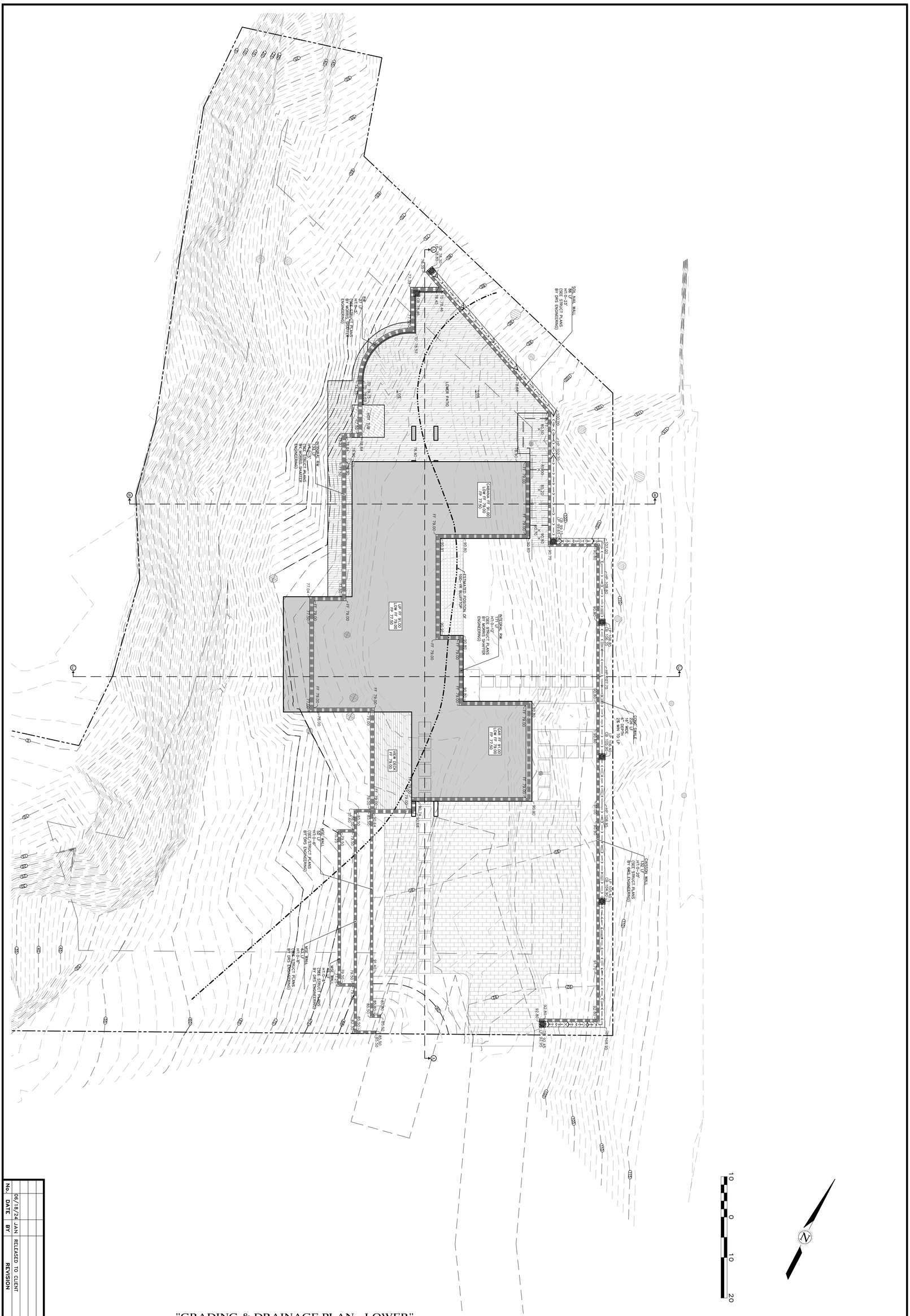
APPROVED BY:

GUY R. GIRAUDO

REGISTERED PROFESSIONAL ENGINEER
Guy R. Giraudo
No. 56569
Exp. 06-30-25
CIVIL
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

L:_PROJECTS - LANDSET ENGINEERS\2288 - Johnson Residence (Hwy 1)\2288-01 CIVIL\DWGS\Johnson_2288_GYN.dwg



"GRADING & DRAINAGE PLAN - LOWER"

GRADING, DRAINAGE, & EROSION CONTROL PLAN

OF

THE JOHNSON RESIDENCE

A.P.N.: 241-182-003

CARMEL, CALIFORNIA

FOR

HAL & ALLISON JOHNSON

No.	DATE	BY	REVISION
	06/19/24	JAN	RELEASED TO CLIENT

SCALE: 1" = 10'
DATE: JUN 2024
JOB NO: 2288-01

SHEET C4 OF 10 SHEETS

LANDSET ENGINEERS, INC.
520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

APPROVED BY:

GUY R. GIRAUDO

NOT FOR CONSTRUCTION

GUY R. GIRAUDO
No. 56569
Exp. 06-30-25
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

L:_PROJECTS - LANDSET ENGINEERS\2288 - Johnson Residence (Hwy 1)\2288-01 CIVIL\DWGS\Johnson_2288_GYRL.dwg

EXHIBIT D

C2) 255 Highway 1 Carmel, CA - Cliff washing out across driveway





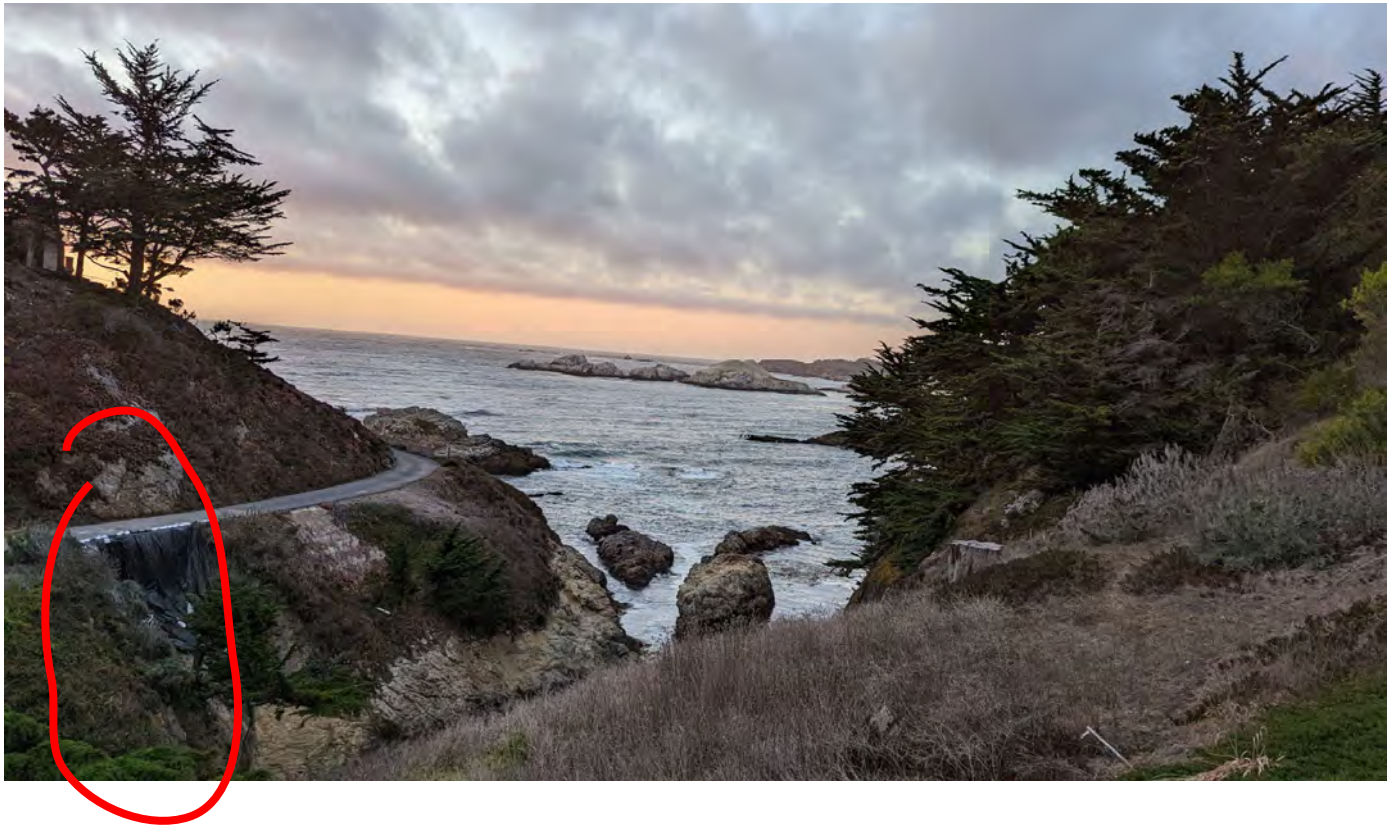
C3) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C4) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C5) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C6) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



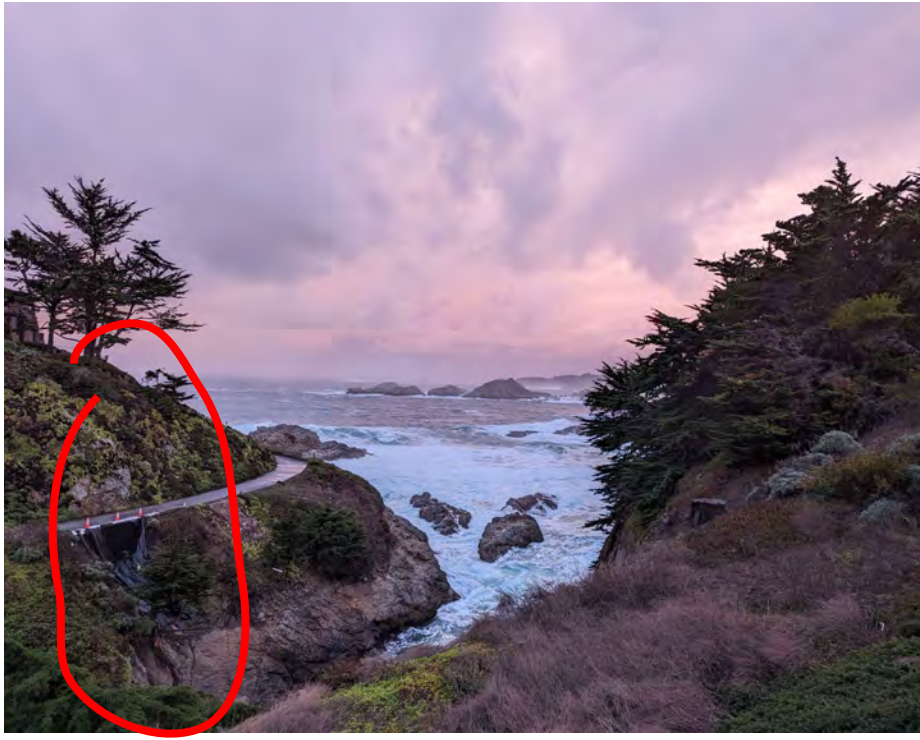
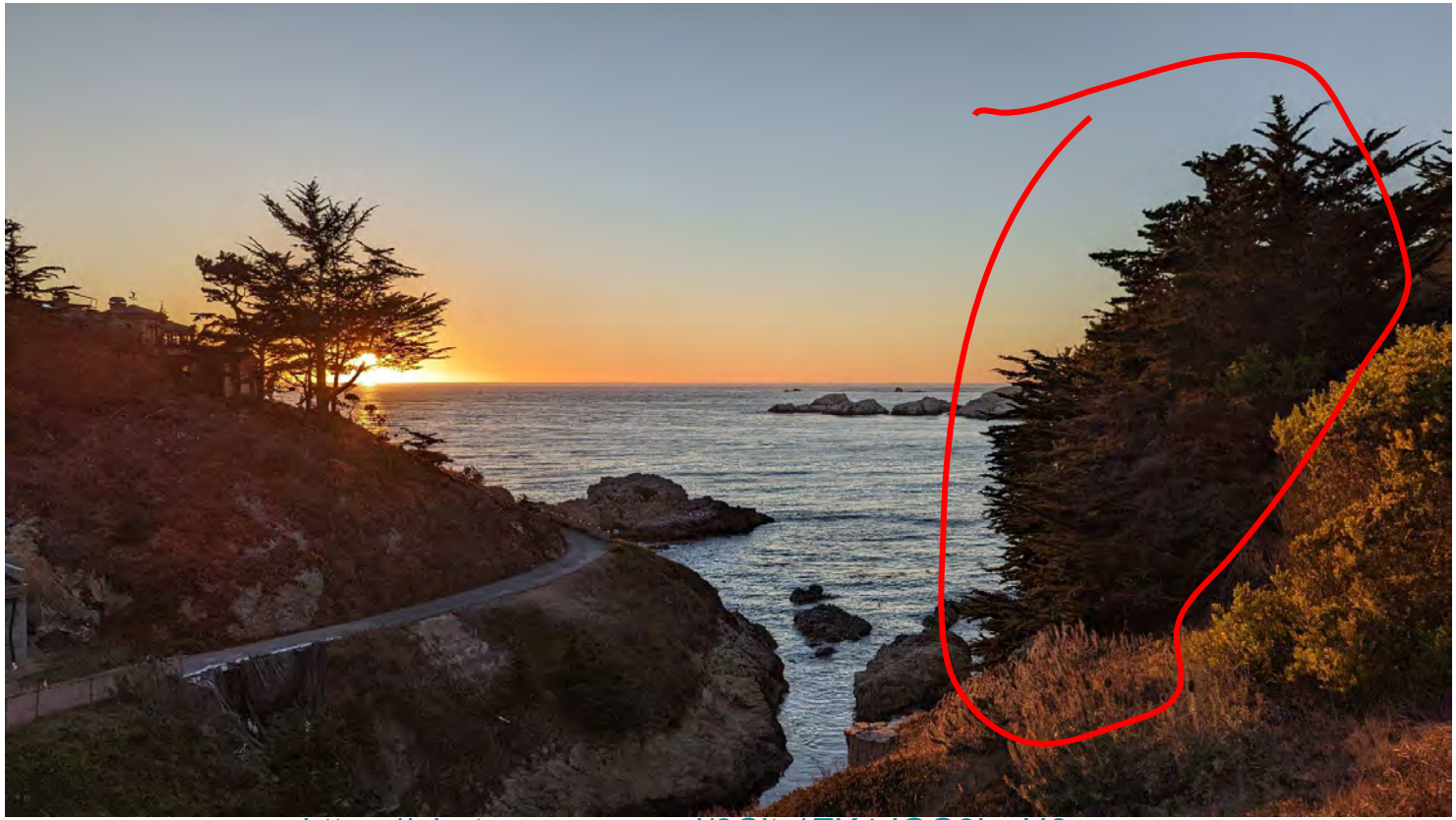


EXHIBIT E

D1) Cypress to be removed unnecessarily for westward outcropping of house…



https://photos.app.goo.gl/8Citr1ZK4dGG8kwH6

D2) Cypress to be removed unnecessarily for westward outcropping of house…





From: Heide Cortopassi
To: Angelo, Philip
Subject: Re: PLN210061-JOHNSON (226 Highway 1) - Notice Distribution
Date: Tuesday, July 9, 2024 3:05:59 PM
Attachments: image001.png

Additional Heide Cortopassi Comments -HCD-Planning

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Thank You for the information. I am against this project. It is too big for the buildable foot print. It is modern and not appropriate for the public view shed. The healthy cypress that support the cliff are being removed! Where have the rules and mitigations gone? Why are you looking the other way? Heide Cortopassi

On Tue, Jul 9, 2024 at 11:13 AM Angelo, Philip <AngeloP@countyofmonterey.gov> wrote:

> Hi Heide,
>
> We're getting ready to circulate an Initial Study we've prepared for the proposed residence at 226 Highway . I have your email address for the distribution list, but was there also a mailing address you'd like us to include?
>
> I've also attached the most current project plans.
>
> Best Regards,
>
> **Phil Angelo** *(he/him)*
>
> Senior Planner (Working out of Class)
>
> Housing and Community Development
>
> 1441 Schilling Place South 2nd Floor, Salinas, CA 93901
>
> Direct: (831) 784-5731
>
> AngeloP@countyofmonterey.gov

From:	Angelo, Philip
To:	Angelo, Philip
Subject:	RE: Carmel Highlands New Construction 244 Hwy 1 #3
Date:	Friday, October 22, 2021 9:47:27 AM

Original Heide Cortopassi Comments -HCD-Planning

From: Heide Cortopassi <heidecorto@gmail.com>
Sent: Sunday, August 29, 2021 4:35 PM
To: Angelo, Philip <AngeloP@co.monterey.ca.us>
Subject: Carmel Highlands New Construction 244 Hwy 1 #3

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Hello and Good Afternoon Mr. Angelo,

My name is Heide Cortopassi and I own the property across the cove from the proposed new construction site that was recently flagged. I am reaching out to you as it is my understanding you are the planner that has been assigned to this project (244 Hwy 1 #3) and I would like to express my concerns and also go on record so that you are well aware of the magnitude of the ongoing erosion that is happening in this cove! I was truly amazed at the audacity of the new property owners living in Texas and making it known they would not be paying any taxes in California. Furthermore, they have not responded to my written requests to carefully remove the multitude of guide wires they have had secured around a young cypress tree on my property and more wires strung across the cove anchoring a stake again into my property. It is obnoxious, it is reckless considering the instability of this area and it is presumptuous to not ask permission!

This proposed project seems to be moving at lightening speed when I think about all of the hurdles and hoops I had to jump through to obtain a building permit. I do hope the rules and regulations are applied and enforced equally Mr. Angelo and I appreciate the opportunity to share my concerns. Thank You!

The flagging suggests this home is too large for the lot. It would suggest a large two story portion of the home is perched at the edge of the cliff and directly above decomposing granite. A large cypress stump would need to be removed if this footprint is allowed and that root system would cause slides of earth and brush into the cove as has been happening over the past several years and is providing a pretty reliable pattern for this area. So given this information I think it is safe to assume this structure would need to be anchored under the Highway. At what point Mr. Angelo does anybody with the authority to protect this area have a backbone and say “It can’t be done” ?

I met the Forester, Mr. Frank Ono, who was hired by the property owners and the architect and I was concerned when he said he was asked to assess the Coastal Cypress and provide a report that would support the removal of the trees! Why? Because they need to be pruned? They are full of new growth and they are not diseased or dying, so why is it that it would be acceptable to remove protected trees and not think twice about what happens to the earth on the slope where the trees grow? These Coastal Cypress are majestic. They are part of the beauty that defines this area and I do believe they are protected when they are of this large size.

Lastly, this proposed project is clearly visible from Hwy 1, the ocean and neighboring homes and I am concerned seeing the proposed home is constructed largely of glass, how will the light pollution be dealt with? There are no uplights allowed in this area, so how do they plan on keeping the lights from shining out of this glass house? Something about a dark sky rule.

Mr. Angelo, my apology to you if my email is heated and thank you for allowing me the opportunity to voice my concerns.

Heide Cortopassi
831-293-4178

Additional Jenny Breitenwischer Comments -HCD-Planning

From: Jenny Breitenwischer <breitenj@hotmail.com>
Sent: Tuesday, July 9, 2024 11:44 AM
To: Angelo, Philip <AngeloP@countyofmonterey.gov>
Subject: Re: Concerns over APP#210391/APN 241182003000

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Philip

Thank you for sending this over. I have since sold my home next door to this proposed home but was forced to sell it at a fraction of the valued price because of the threat of the overdevelopment of this project. All of the points in my original email are still true and valid.

We had a years long lawsuit with every property on that private drive over the road eroding and it was a nightmare. Allowing this type of home and the construction will only further the erosion of the already fragile cove. I know I'm not a homeowner there anymore, but I've passed this onto a coup of my former neighbors who I still keep in touch with. I'm sure you'll be hearing from them regarding this.

Thank you for sending this over to me and remembering my concerns.

Jenny

Get Outlook for iOS

From: Angelo, Philip <AngeloP@countyofmonterey.gov>
Sent: Tuesday, July 9, 2024 11:27 AM
To: Jenny Breitenwischer <breitenj@hotmail.com>
Subject: RE: Concerns over APP#210391/APN 241182003000

Good Morning Jenny,

It's been a number of years but I wanted to reach out as the County as getting ready to finalize an Initial Study for this project and publicly circulate it. I have your email but is there a mailing address you'd like us to include in the interested parties / distribution list for the project?

I've also attached the most current set of project plans.

Best Regards,

Phil Angelo *(he/him)*
Senior Planner (Working out of Class)
Housing and Community Development
1441 Schilling Place South 2nd Floor, Salinas, CA 93901
Direct: (831) 784-5731
AngeloP@countyofmonterey.gov

Original Jenny Breitenwischer Comments -HCD-Planning

From: Jenny Breitenwischer
To: Angelo, Philip
Subject: Concerns over APP#210391/APN 241182003000
Date: Wednesday, August 25, 2021 1:58:48 PM

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Mr. Angelo
I am the neighbor next door to the project you have assigned to you under the above information and with the address 244 Hwy 1 #3 Carmel. The property had flags put up last Friday and what I saw was shocking! Just the size and height alone are very worrying given the condition of the cove. I have a number of concerns about this project being next door to me.
1. The projected size of the home is 3876 square feet, 2 stories plus the 1,372 spare foot garage on such a small building footprint. The home is far too big for the allotted space.
2. The impact that the size of this home will have on our shared 3 property well system. I am aware that the neighbors on the other side of me have also applied for a building permit. This home's potential size of water usage could drain our well.
3. The proposed removal of obviously healthy and protected cypress trees. Yes, they need to be trimmed but they should not be removed. We had them trimmed a couple of years ago with permission from the former property owner so I know there is nothing wrong with them. Believe me, if there was something wrong with them, we would have paid to remove them because it would give our property a much better view!
4. The removal of the protected cypress trees and their root systems will cause more erosion on the same cove that is eroding in 2 other areas. There is also erosion off of the other side of the cove on our private one lane road.
5. The existing erosion in the 2 different spots on that same cove has resulted in a neighborhood lawsuit. 2 neighbors are suing the other 8 over the repairs of the erosion. It could be years until those 2 eroded parts of the cove are fixed and now we want to propose something that we know will cause MORE erosion? We are maxed out on space on our tiny one lane road.
6. The development on an into the cove at least 10 feet below the top of the cove will cause significant environmental impact
7. The cove setback is not being followed
8. I completed the construction on my home in 2014. My architects and builders had to follow very strict rules surrounding cypress tree protection and proximity to the cove, despite the fact that my property line wasn't even that close to the edge of the cove. The proposed plans for this home do not follow any of those same rules from Monterey County or the Coastal Commission. If I had to adhere to those rules, then so should this project. We all should be subject to the same set of rules when building.
9. This project "seems" to be moving mysteriously quickly though the permitting process, especially during COVID and all of the delays that I know are happening in the county. I have "heard" that it is because Eric Miller is the architect and "he has the ability to get projects though planning quickly". I would hate to think that who you hire as an architect and who you hire as an arborist to write tree reports gives you preferential treatment with the county. I have another building permit that was submitted through the county in January of 2020 and it still (though no fault of mine) is not approved!

I just wanted to officially go on record with my concerns to you. I would appreciate it if you could reply back to this email to let me know that you've received it. I also will be sending a separate email containing the photos I took to show you how massive this proposed house looks. Feel free to reach out to me at any time also.
Thank you,
Jennifer Breitenwischer
Cell (423)231-2334

Sent from my iPad

Additional Dennis Chamber Comments -HCD-Planning

From: Dennis Chambers
To: Angelo, Philip; Heide Cortopassi
Subject: Re: Carmel Highlands New Construction 244 Hwy 1 #3
Date: Saturday, October 22, 2022 11:29:58 AM
Attachments: image001.png

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Philip, we are a bit concerned that this project is going to remove many of the trees on the cliff edge. They evidently hired an Arborist that is known for writing up whatever you want written. Those trees holed up the hill side which is loose soil and stones at least 12' deep. We are concerned that runoff will do irreparable damage. Trimming up the trees, fine, but removal, that is not smart. d

Dennis Chambers Inc.
License # 475577
Mobile: 408-605-6760
225 Crossroads Blvd. Suite 378
Carmel, CA 93923
dennis-chambers@outlook.com

Original Dennis Chamber Comments -HCD-Planning

From: Angelo, Philip
To: Angelo, Philip
Subject: RE: Ref. The Carmel Highlands
Date: Friday, October 22, 2021 9:49:33 AM

From: Dennis Chambers <dennis-chambers@outlook.com>
Sent: Saturday, August 28, 2021 11:49 AM
To: Angelo, Philip <AngeloP@co.monterey.ca.us>
Subject: Ref. The Carmel Highlands

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Mr. Angelo, we live in the Carmel Highlands. A new ground up home is under design in our neighborhood, and I believe in your care as a planner. It's located below the Highlands Inn and on a 35' cliff. The parcel number is 241-182-003, the Johnson property.

Two humble comments: 1. The story poles are incredible close to a very unstable cliff. You need to come out and see this. 2. We understand the cypress trees to the north of the home site are to be removed, not trimmed. The entire northern portion of cliff is held together by the roots of those trees. The trees need trimming, yes, but removal, the arborist in question is badly distorting the truth.

Sincerely yours, Dennis Chambers, 258 Hwy One, Carmel Highlands

Dennis Chambers
Mobile: 408-605-6760
dennis-chambers@outlook.com

Additional Coastal Commission Staff Comments -HCD-Planning

From: Ammen, Breylen@Coastal
To: Angelo, Philip
Cc: Butler, Katie@Coastal
Subject: Comments for PLN210061(Johnson)
Date: Monday, October 24, 2022 3:09:35 PM
Attachments: image001.png

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Phil,

We have reviewed the information available for this project in greater detail and have significant concerns about the suitability of this site for residential development, primarily given that the majority of the parcel consists of slopes greater than 30%. Several of the concerns in Alexandra McCoy's past comments on this project remain, and we have new concerns as well.

1. **Scenic Views**. The proposed project location is in a public viewshed as it is located between Highway 1 and the Pacific Ocean and is also directly visible from a popular pull-out overlook at the north of the site. The staking and flagging images do not show the view from this lookout; however, the proposed removal of 8 trees, as shown in the plans, raises concerns about a loss in existing screening at the site. CIP Section 20.146.030.C.4 requires that new development in the Carmel Highlands must be carefully cited and designed to minimize visibility, and that development within the public viewshed "shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible." Also, please note that CIP Section 20.146.120.A.6 requires that as a condition of approval for new development, all areas of a parcel in slopes of 30% and greater must be placed under scenic easement.

2. **Coastal hazards**. The development is proposed largely on 30% slopes and adjacent to a steep descending coastal bluff in a high erosion hazard area. Carmel Land Use Plan (CLUP) policy 2.7.3.1 states (in part) "All development shall be sited and designed to minimize risk from geologic, flood, or fire hazards. Areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development…" The removal of 8 trees from the site raises further concerns about the stability of the blufftop. Recently, a landslide occurred on the adjacent lot after unpermitted tree removal. The highly hazardous nature of the parcel raises significant concerns about the safety of the parcel for residential development. Additionally, the Carmel LUP and CIP restrict development on 30% slopes. While parcels in the Carmel Highlands may be exempted from these requirements, in this case due to the highly hazardous nature of the parcel, it does not appear appropriate to allow the proposed amount of construction on 30% slopes.

3. **Sewer Service**. Section 20.146.120.A.1.f of the Carmel Coastal Implementation Plan requires that new development has adequate sewer service. The parcel is not currently within the jurisdiction of the Carmel Area Wastewater District (CAWD). We understand that CAWD issued an intent to serve letter; however, the annexation of this parcel into the CAWD service area has not been approved by the Commission. We are currently reviewing CAWD's application to annex this (and other) parcels, including how such annexation would facilitate development on existing undeveloped parcels. It appears that, given the issues with the site as described above and in our previous comments, the parcel is largely inappropriate for the intensity of development proposed, and such development would not meet the overarching Carmel LUP Key Policy which requires all future development to be "clearly consistent with and subordinate to the foremost priority of protecting the area's scenic beauty and natural resource values."

Sincerely,

Breylen Ammen
Coastal Planner | Monterey County

CALIFORNIA COASTAL COMMISSION
725 Front Street, Suite 300
Santa Cruz, CA 95060
(831) 427-4863

From: McCoy, Alexandra@Coastal
To: Angelo, Philip
Subject: Re: PLN210061-JOHNSON - Monterey County Planning Application
Date: Thursday, October 14, 2021 12:11:12 PM
Attachments: image001.png
image002.png

Original Coastal Commission Staff Comments -HCD-Planning

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Angelo,

We reviewed the documents available on Accella for application number PLN210061 as well as other public databases and have the following comments:

1. **Parcel Size and Boundaries.** The topographic survey dated June 2020 on Sheet 1 of 1 on the project plans states that the calculated lot area is 30,580 square feet or 0.70 acres. However, surveyors note A on the sheet states that "the legal description of the parcel lacks bearing and distances for the westerly line (along the Pacific Ocean). Therefore, the westerly line location is approximate as is the calculated lot area." This has two implications that we recommend be investigated further at this early stage in the permitting process; the actual location of the westerly line and the actual lot area. Based on images of the project site seen on the sheet, the approximate location of the westerly line is past the mean high tide line. Further, publicly available online records indicate that the parcel (APN PN 241-182-003-000) size is 23,805 square feet. Thus, the County must verify the actual lot area of the parcel as well as the location of the westerly line (due to their implications on other site development standards such as FAR, setbacks, ect).

2. **Coastal Hazards.** The development is proposed adjacent to a steep descending coastal bluff in a high erosion hazard area. Carmel Land Use Plan (CLUP) policy 2.7.3.1 states (in part) "All development shall be sited and designed to minimize risk from geologic, flood, or fire hazards. Areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development…" and goes on to require environmental or geotechnical reports be completed. Additionally, CLUP policy 2.7.4.3 requires "Any proposed development within 50 feet of the face of a cliff or bluff or within the area of a 20 degree angle from the toe of a cliff, which ever is greater, shall require the preparation of a geologic report prior to consideration of the proposed project." In addition to all information required to be included in the geologic report as dictated in CLUP policy 2.3.4.7 and Coastal Implementation Plan/Zoning Ordinance section 20.66.040, the geotechnical report for the project must be able to demonstrate that the development is safe from coastal hazards over the lifetime of the development (i.e., 100 years). Further, based on project plans and the locations of the story poles erected to provide for visualization of the proposed structure, the western footprint of the building appears to be within 5 feet of the top of the bluff edge on easily erodible soil. We recommend requiring that the footprint of the building be brought back away from the bluff (i.e., towards the highway) as much as possible in order to minimize impacts from coastal hazards. Lastly, CLUP policy 2.7.4.1 requires that "All development shall be sited and designed to conform to site topography and to minimize grading and other site preparation activities." The amount of grading proposed does not appear to be a minor or minimum amount in order to construct a habitable SFD on the property. We recommend that the footprint of the lower portion of the

proposed structure be reduced in order to provide for a more "stair-stepped" foundation that would require less grading.

3. **Scenic Views.** The proposed project site is located in a public viewshed as it is located between highway 1 and the Pacific Ocean but is also directly visible from a popular pull-out overlook at the North of the site. The exterior of the structure is proposed to consist of concrete, white stucco, and dark aluminum materials CLUP Section 2.2 contains numerous policies related to protection of scenic resources by siting new development within the public viewshed on the portion of the parcel where it will not be visible from from major public viewpoints and viewing corridors, requiring that materials be used so that new structures blend into the site and surroundings (and require that height and bulk of buildings shall be modified as necessary to protect the viewshed), and requiring that existing trees and other native vegetation be retained to the maximum extent possible in order to screen development. In order to minimize visual impacts, we recommend that the structure be sited towards highway 1 as much as possible, that materials be used on the exterior of the structure such that it blends into the natural surroundings, and that existing trees be retained as much as possible and that the property be landscaped with native, non-invasive plants such that they would screen the development from the highway and adjacent overlook. Variances in front and side setbacks may be appropriate in this case given the unique location and typography of the site in order to ensure that scenic views are protected (and coastal hazards are minimized).

4. **Runoff.** Please ensure that the Applicant has demonstrated that the development be sited and designed to prevent percolation of septic runoff and deposition of sediment due to its location adjacent to intertidal habitat, as required by the LCP.

Please note that due to the current COVID-19 shelter in place orders throughout the State, all correspondence with Commission staff should be conveyed via email, in addition to other means if required by the Coastal Act or regulations.

Alexandra McCoy
California Coastal Commission
Coastal Planner | Central Coast District
alexandra.mccoy@coastal.ca.gov | (831) 427 - 4865

Attachment G

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ANTHONY LOMBARDO & ASSOCIATES
A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
JOSEPH M. FENECH
CODY J. PHILLIPS
SHERYL A. FOX

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

June 26, 2025

Our File No: 5692.000

Chris Lopez, Chair
Monterey County Board of Supervisors
Monterey County HCD
1441 Schilling Place
Salinas, CA 93901

RE: Johnson/PLN210061

Dear Chair Lopez:

Our office represents the property owners and applicants, Hal and Allison Johnson. The Johnsons propose to construct a new home on a vacant 27,000 SF lot of record (0.61 acres) adjacent to Highway 1 in the Carmel Highlands. The new home will be constructed on a building pad that has existed for decades.

The proposed 2,865 sq. ft home was approved by the Planning Commission unanimously on May 28, 2025. Contrary to the appeal filed by Mr. Francois, no variances were requested for the approved project.

The proposed project requires use of a modest area of 30%+ slopes for the house footprint of 500 sq. ft.

LOCATION OF THE HOUSE AND THE FOUNDATION SYSTEM

The foundation and site design for this home has been prepared by civil, soils, geologic and geotechnical engineers. Their reports are fully and accurately summarized in the Mitigated Negative Declaration (IS/MND) prepared by staff and adopted by the Planning Commission. Both the geological and geotechnical reports considered the site suitable for a single-family residence. The reports included recommendations for site preparation, grading, foundations, storm water control and erosion control. Foundations will be anchored below a projected 100-year bluff erosion profile. All of the expert's recommendations are incorporated as mitigations and conditions of approval. Findings 2, 3 and 7 of staff's recommended Resolution fully addresses this issue.

CONSISTENCY WITH THE CARMEL AREA LAND USE PLAN (CALUP)

In the appeal filed on behalf of the owner of 230 Highway 1[1], immediately south of the Johnson lot, questions are raised about consistency with the Carmel Area LUP. The IS/MND (pp. 69-74) addresses the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan. The IS/MND found the project to be consistent with all of the Plans. Both the IS/MND and draft resolution go into great detail in their consistency discussion and conclusions.

While the Carmel Area Land Use Plan has significant policy protection and direction to protect the public viewshed, it does not include "invisibility" policies similar to the Big Sur LUP's critical viewshed policies. This project, especially at its reduced scale, fully complies with the policies of the Carmel Area Land Use Plan. The staff report (pages 1-7) and Finding 4 of the staff recommended resolution go into great detail in their analysis and discussion of the visual resource policies and this project's consistency with those policies.

Both the IS/MND and the Resolution prepared and recommended by the staff incorporate detailed evidence and findings, supported by substantial evidence, of the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan.

THE MITIGATED NEGATIVE DECLARATION PREPARED BY THE COUNTY IS ADEQUATE

The appeal makes several vague and generalized allegations about the adequacy of the County's Initial Study and Mitigated Negative Declaration (IS/MND). The appeal suggests the IS/MND should be revised and recirculated. CEQA Guidelines section 15073.5 (a) requires revision and recirculation if there is substantial information in the record that:

> (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or;
> (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

Neither of these conditions exist in this application.

---

[1] The 230 Highway 1 Carmel, LLC is a fractional ownership property. The property is not a home. It is a visitor serving use operated under the "Pacaso" management scheme. Access to the Johnson lot is by a private easement in front of the "Pacaso" home and will be visible to that property. The house at 230 Highway 1 is not a home. It is currently owner by 230 Highway 1 Carmel LLC which appears to be based in Ohio. The house is currently being advertised as a "Co-Ownership Home" where parties purchase an interest in the home. As currently advertised, a 1/8th interest can be purchased for $1,595,000.

The Appellant makes the following vague and unsubstantiated claims and allegations none of which are supported by any evidence and none of which support a conclusion that the negative declaration is inadequate for this project:

1. Infrastructure components are in need of further discussion and analysis. There is no evidence submitted by the Appellant as to what "infrastructure components" need further analysis beyond that already done or why further analysis is needed.

2. Additional evaluation of visual impacts and aesthetics is needed. There is no evidence submitted explaining why the visual impact analysis that has been done is inadequate or the conclusion in the IS/MND that there were not significant visual impacts that required more than the normal mitigations and conditions was incorrect.

3. Biological impacts need further analysis. The Appellant provides no evidence as to why the biological impact analysis done for the Johnson's home was not adequate.

4. Cultural resources analysis and Tribal Resources discussion are inadequate. The Appellant presents no evidence to support its claim that the cultural resource analysis is inadequate. He also objects to preparation of an archaeological mitigation plan as a mitigation stating that the plan should be done ahead of approval. These are standard mitigations and monitoring agreements executed prior to the issuance of construction permits.

5. Geology Impacts require further analysis. The geology issues have been fully addressed as previously discussed. The applicant has supplied significant technical information from experts licensed by the State to address such matters. There is no evidence presented by the Appellant that contradicts the conclusions in these reports or concludes that their analysis is inadequate.

6. Lack of Greenhouse Gas Analysis. Even though the Appellant concludes "the [GHG] impacts are likely less than significant", he is nonetheless calling for a GHG study. But, again, he presents no evidence to support a conclusion that GHG from this project will have any impact.

7. Lack of Hazards Analysis. The Appellant writes, "The MND fails to explain how a staircase leading to Highway 1 would serve as a functional secondary access to the site for emergency responders" (I think the answer to that is obvious.) The Appellant does not present evidence explaining how the description of the staircase relates to the adequacy of the Mitigated Negative Declaration.

   In addition, the project has been reviewed by the Carmel Highlands Fire Protection District. The Fire District has approved the access plan. The plans will be reviewed again as part of the building permit process to assure compliance with the District's requirements and California Fire Code.

8. Hydrology Impacts Need Further Analysis. The Appellant alleges that, "contrary to the MND's findings, this (project) would likely result in significant, unmitigated impacts to erosion and flooding" but provides no evidence to support such a claim. On the contrary under State law, the post development runoff cannot exceed the predevelopment runoff. Stormwater systems are designed specifically to account for storms of varying intensity and duration, to collect and store stormwater and to percolate the water on site at a rate which will not impact or adversely affect the surroundings. The plan has been reviewed by Landset Engineering. Their letter of September 20, 2024 (Exhibit A), confirms the design of the system will meet all local and State requirements.

9. Land Use Consistency Needs Further Discussion: The Appellant asserts the project is inconsistent with the Carmel Area Land Use Plan. This has been previously addressed.

SUMMARY

The Carmel Area Land Use Advisory Committee unanimously recommended approval of a larger home than was ultimately unanimously approved by the Planning Commission.

This appeal is an unfortunate example of how the land use/California Environmental Quality Act process can be used as a tool to try and obtain concessions or delay the construction of housing because a single neighbor does not want to see a home built next door.

We respectfully request that the Board deny the appeal and uphold the approval based on the whole of the record and evidence presented.

Sincerely,

Anthony L. Lombardo
Enclosure

cc: Client
Eric Miller

LANDSET ENGINEERS, INC.

20 September 2024

County of Monterey
Housing & Community Development
14410 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Project: Johnson Residence - APN 241-182-003
Carmel, Monterey County, Cafifornia

Subject: **Drainage & Erosion Control Measures**

Reference(s):

(1) 2024 0812M Francois Letter to Philip Angelo, RE: Johnson Hal W. & Allison H; File No. PLN210061, prepared by Rutan & Tucker LLP, dated August 12, 2024.

(2) Soil Engineering Investigation for Proposed Single Family Residence, 226 Highway 1 (Previously 244 #3 Highway 1) Carmel, California, APN 241-182-003, for Hal and Allison Johnson, 3630 Lost Creek Blvd, Austin, Texas 78735, prepared by Rock Solid Engineering, Inc., Project No. 20020B, dated December 15, 2022.

(3) Grading, Drainage & Erosion Control Plan (Planning Submittal) of the Johnson Residence, APN 241-182-003, Carmel, Monterey County, California, prepared by LandSet Engineers, Inc., Project No. 2288-01, latest revised dated June 20, 2024.

Dear Mr. Angelo:

In response to address concerns regarding the drainage and erosion control per Reference (1), the project storm drain system has been designed with the intent to minimize soil disturbance and protect the coastal bluff from any adverse impacts both short term and long term. The storm water outlets shall be integrated into the exposed top of the weathered bedrock, granite surface where physically possible or to an approved point of discharge as directed by the geotechnical engineer.

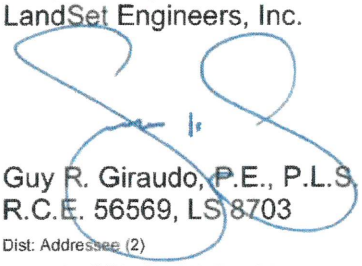
As to not concentrate all of the storm water flow to one central location to prevent any excess saturation of unstable areas and any detrimental erosion to the bluff, there are multiple points of release for the storm water to specifically limit the quantity of flow. The storm water will be released into the proposed shallow, subsurface rock spreader trenches which are required to be installed where the outlet is not directly onto the granite surface but into the marine terrace deposits and/or old colluvium as specified per Reference (2) and as shown per Reference (3).

By using the rock spreader trenches, it will first dissipate the flow by reducing the velocity and then allow the water to bubble up and sheet flow out uniformly onto the vegetated surface. Due to the sensitive nature of the bluff, any designated unstable areas shall be delineated in the field and the final locations of each storm drain outlet shall be approved by the geotechnical engineer prior to installation and inspected during construction.

Any tree removal (holes and/or depressions) outside of the building areas will be backfilled with engineered fill compacted to 90% minimum relative compaction per Reference (2) and the overall site shall be protected and in conformance with the Erosion and Sediment Control Plan during the duration of construction per Reference (3).

If you have any questions or further clarification is required, please do not hesitate to contact the undersigned.

Respectively Submitted,
LandSet Engineers, Inc.



Guy R. Giraudo, P.E., P.L.S.
R.C.E. 56569, LS 8703



9/20/24

Dist: Addressee (2)
C:\docs\FILES\09-24-16 MoCo – Johnson Res

Lombardo & Associates comment prior to May 28, 2025 Planning Commission Hearing.
-HCD-Planning

From: Angela Love
To: 293-pchearingcomments
Subject: Johnson/PLN210061 - Agenda Item No: 2
Date: Friday, May 23, 2025 2:12:52 PM
Attachments: L-PC.05.23.25.pdf

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Attached for consideration by Chair Gonzalez and the Members of the Planning Commission is correspondence from Mr. Lombardo dated today (May 23rd) regarding the above item which is on Wednesday's PC Agenda as Item No. 2. This is being sent by email only. If you have any problems opening up the attachment, please let me know.

Sincerely,

Angela M. Love
Legal Assistant to Anthony L. Lombardo
ANTHONY LOMBARDO & ASSOCIATES
A Professional Corporation
144 W. Gabilan St.
Salinas, CA 93901
Phone (831) 751-2330
Fax (831) 751-2331
Email: angela@alombardolaw.com

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ANTHONY LOMBARDO & ASSOCIATES
A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
JOSEPH M. FENECH
CODY J. PHILLIPS
SHERYL A. FOX

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

May 23, 2025

Our File No: 5692.000

Ernesto G. Gonzalez, Chair
Monterey County Planning Commission
Monterey County HCD
1441 Schilling Place
Salinas, CA 93901

RE: Johnson/PLN210061

Dear Chair Gonzalez:

Our office represents the property owners and applicants, Hal and Allison Johnson. The Johnsons propose to construct a new home on a vacant 27,000 SF lot (0.61 acres) adjacent to Highway 1 in the Carmel Highlands. The new home will be constructed on an existing building pad that has existed for decades.

The proposed home has been substantially reduced in size since it was last presented to the Planning Commission. The applicants and their architect accepted the Commission's recommendation that they substantially reduce their proposal due to constraints of the property. As a result, all requests for variances have been removed. The following compares the original project and the reduced project now proposed.

- Floor Area:
  - Previous 4,921 SF
  - Proposed 3,525 SF
  - Reduction -1,396 SF (39.6%)
- Building Site Coverage
  - Previous 4,096 SF
  - Proposed 2,865 SF
  - Reduction -1,231 SF (-42.9%)

- Protected Trees to Be Removed
    - Previous 6
    - Proposed 4
    - Reduction -2 (-50%)
- Building Height
    - Previous 24.15'
    - Proposed 22.00'
    - Reduction -2.15' (-9.8%)
- Grading
    - Previous 2,305 CY Cut/355 CY Fill/2,660 Total
    - Proposed 700 CY Cut/390 CY Fill/1,090 Total
    - Reduction -1,605 CY Cut (-70%)/+35 CY Fill390 (+7.9%)
- Development on 30%+ Slopes
    - Previous 1,448 SF
    - Proposed 500 SF
    - Reduction 948 SF (65%)

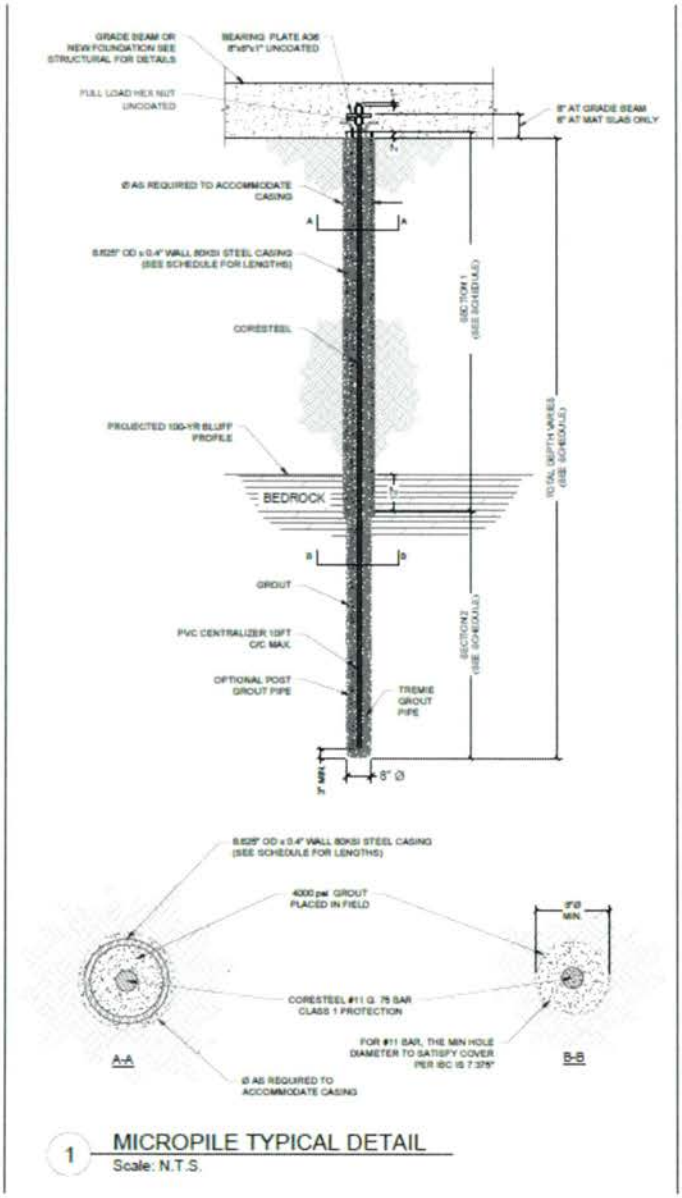
LOCATION OF THE HOUSE AND THE FOUNDATION SYSTEM

The foundation and site design for this home has been prepared by civil, soils, geologic and geotechnical engineers. Their reports are fully and accurately summarized in the Mitigated Negative Declaration prepared by staff which concluded on p. 55, "the geological report stated that the primary geological concerns for the site are slope instability, long-term coastal erosion, and seismic shaking." Both the geological and geotechnical reports considered the site suitable for a single-family residence, provided that the recommendations within them were followed including criteria for site preparation, grading, foundations, storm water control and erosion control. Foundations will be anchored below a projected 100-year bluff erosion profile. All of the expert's recommendations are incorporated as mitigations and conditions of approval. Findings 2, 3 and 7 of staff's recommended Resolution fully addresses this issue.

During the course of the hearing, there was discussion of the foundation system ("micropiles") and that the system would be anchored to the granite bedrock and protect the house in the unlikely event of significant bluff top erosion. The system itself is simple in concept. Piles are drilled down to and several feet into bedrock. They are then anchored and support the foundation. This is a common construction practice used to assure the stability and safety of foundations and structures in situations such as these. The Planning Commission has approved

homes using this type of system previously. The most recent example is the Roberts home between Highway 1 and the ocean just south of Rocky Creek approved by the Commission in March 2024 (PLN230064).

The foundation system is designed specifically for the site by experts, licensed by the State, including geologic engineers, geotechnical engineers, soils engineers and structural engineers. As part of the building permit process, the plan will also be reviewed and approved by the Building Services Department.



1 MICROPILE TYPICAL DETAIL
Scale: N.T.S.

CONSISTENCY WITH THE CARMEL AREA LAND USE PLAN (CALUP)

In the letter from Matthew Francois, representing the owners of 230 Highway 1[1],immediately south of the Johnson lot, he raises numerous questions about consistency with the Carmel Area LUP. The IS/MND (pp. 69-74) addresses the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan. The IS/MND found the project to be consistent with all of the Plans. Both the IS/MND and draft resolution go into great detail in their consistency discussion and conclusions.

Much of Mr. Francois' discussion addressed the previous project's visibility, grading and removal of native vegetation. While that plan was consistent, the reduced plan of this letter reduces the scale of the project, tree removal and grading and remains fully consistent with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan.

While the Carmel Area Land Use Plan has significant policy protection and direction to protect the public viewshed, it does not include "invisibility" policies similar to the Big Sur LUP's critical viewshed policies. This project, especially at its reduced scale, fully complies with the policies of the Carmel Area Land Use Plan. The staff report (pages 1-7) and Finding 4 of the staff recommended resolution go into great detail in their analysis and discussion of the visual resource policies and this project's consistency with those policies.

Both the IS/MND and the Resolution prepared and recommended by the staff incorporate detailed evidence and findings, supported by substantial evidence, of the consistency of the project with the 1982 General Plan, Carmel Area Land Use Plan, and Monterey County Coastal Implementation Plan.

THE MITIGATED NEGATIVE DECLARATION PREPARED BY THE COUNTY IS ADEQUATE

The attorney representing the Pacaso property at 230 Highway 1 has made several vague and generalized statements about the adequacy of the County's Initial Study and Mitigated Negative Declaration (IS/MND) and suggests the Initial Study and Mitigated Negative Declaration should be revised and recirculated. CEQA Guidelines section 15073.5 (a) requires revision and recirculation if there is substantial information in the record that:

---

[1] The 230 Highway 1 Carmel, LLC is a fractional ownership property owned by 8 different individuals. The property is not a residence. It is a visitor serving use operated under the "Pacaso" management scheme. Access to the Johnson lot is by a private easement in front of the "Pacaso" home and will be visible to that property. The house at 230 Highway 1 is not a home. It is currently owner by 230 Highway 1 Carmel LLC which appears to be based in Ohio. The house is currently being advertised as a "Co-Ownership Home" where parties purchase an interest in the home. As currently advertised, a 1/8th interest can be purchased for $1,595,000. (Exhibit B).

Photographs of the house at 230 Highway 1 during construction in 2014 are attached (Exhibit C).

> (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or;
> (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

Neither of these conditions exist in this application.

Some of the subjects the attorney questioned were:

Infrastructure components are in need of further discussion and analysis. The analysis of the potential impacts from the whole of the project as required by CEQA was done for the original and the reduced project.

Additional evaluation of visual impacts and aesthetics is needed. The visual impact has been fully evaluated in the MND which concluded there were not significant impacts that required more than the normal mitigations and conditions. No evidence has been submitted to support any other conclusion other than that of the MND.

Biological impacts need further analysis. While Mr. Francois states additional information is needed, he presents no evidence to support his claim.

Cultural resources analysis and Tribal Resources discussion are inadequate. Again, Mr. Francois argues additional information is needed but presents no evidence from to support his claim. He also objects to preparation of an archaeological mitigation plan as a mitigation stating that the plan should be done ahead of approval. These are standard mitigations and monitoring agreements executed prior to the issuance of construction permits.

Geology Impacts require further analysis. The geology issues have been fully addressed as previously discussed. The applicant has supplied significant technical information from experts licensed by the State to address such matters. The applicant's consultants reviewed all information submitted by Mr. Francois. They found no new substantial evidence to the contrary suggesting their recommendations were not correct or required revisions.

Greenhouse Gas. Even though Mr. Francois concludes "the [GHG] impacts are likely less than significant", he is nonetheless calling for a GHG study. But, again, he presents no evidence to support a conclusion that GHG from this project will have an impact.

Hazards. Mr. Francois writes, "The MND fails to explain how a staircase would serve as a functional secondary access to the site for emergency responders. The MND also states that a fire originating upslope would likely travel east to west and away from the Project site. (MND, pp. 65, 95.) It is unclear why this is or would be the case." Mr. Francois however does not

present evidence explaining how the description of the staircase relates to the adequacy if the MND.

The project has been reviewed by the Carmel Highlands Fire Protection District. The District has approved the plan. The plans will be reviewed again as part of the building permit process to assure compliance with the District's requirements and California Fire Code.

Hydrology Impacts Need Further Analysis. Mr. Francoise writes, "contrary to the MND's findings, this system would likely result in significant, unmitigated impacts to erosion and flooding" but provides no evidence to support such a claim. On the contrary under State law, the post development runoff cannot exceed the predevelopment runoff. Stormwater systems are designed specifically to account for storms of varying intensity and duration, to collect and store stormwater and to percolate the water on site at a rate which will not impact or adversely affect the surroundings. The plan has been reviewed by Landset Engineering. Their letter of September 20, 2024 (Exhibit A), confirms the design of the system will meet all local and State requirements.

Land Use Consistency Needs Further Discussion: Mr. Francoise asserts the project is inconsistent with the Carmel Area Land Use Plan. This has been previously addressed.

COMPARISON OF THE JOHNSON HOME TO THE PACASO HOUSE AT 230 HIGHWAY 1

The impacts of the construction of his home pale in comparison to the impacts of Mr. Francois's Pacaso house next door. The Planning Commission found 230 Highway 1 project to be categorically exempt and approved its coastal permit February 29, 2012 (PLN110359/Resolution 12-006) by a unanimous vote. The approval included construction of a four-story 6,779 SF house, a 1,061 square foot attached four-car garage, a 396 square foot pool equipment room, terraces, patios, tank, infinity pool and hot tub. The Planning Commission's approval also included 2,900 cubic yards of cut and 300 cubic yards of fill and a 334 square foot guest house. Seven trees were removed including 1 oak, 1 Monterey Pine and 5 Monterey Cypress and a Coastal Development Permit for development on slopes in excess of 30%.

While the record is not clear as to the area of 30% slope being developed, although it appears to be several thousand square feet overall, this plan was included with Resolution 12-006 showing the area of the 30% slope to be built upon:



As can be seen, almost all of the house was built on 30% slopes.

SUMMARY

It is understandable why the neighboring owners of 230 Highway 1 Carmel LLC hired Mr. Francois to stop the Johnsons from building their home in the view of the LLC's and to prevent using the existing, long-standing easement through the 230 Highway 1 property.

The Johnsons have done everything that was asked of them, including reducing their floor area and coverage approximately 40% and reducing the development on 30% slope by 65%. There is no substantial evidence to support a conclusion the project is inconsistent with the Carmel Area

Land Use Plan, other development in the area or is not in full compliance with the California Environmental Quality Act. The staff has done a complete and detailed analysis of this project. Our clients accept all of the conditions and mitigations recommended by the staff in their report to you for the May 28th hearing.

The Carmel Area Land Use Advisory Committee unanimously recommended approval of the larger project. The previously described smaller project is consistent with their recommendation.

We respectfully request that the Planning Commission adopt the Mitigated Negative Declaration and approve the Coastal Development Permit as recommended by the staff.

Sincerely,

Anthony L. Lombardo

cc: Client
Eric Miller

LANDSET ENGINEERS, INC.

20 September 2024

County of Monterey
Housing & Community Development
14410 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Project: Johnson Residence - APN 241-182-003
Carmel, Monterey County, Cafifornia

Subject: **Drainage & Erosion Control Measures**

Reference(s):

(1) 2024 0812M Francois Letter to Philip Angelo, RE: Johnson Hal W. & Allison H; File No. PLN210061, prepared by Rutan & Tucker LLP, dated August 12, 2024.

(2) Soil Engineering Investigation for Proposed Single Family Residence, 226 Highway 1 (Previously 244 #3 Highway 1) Carmel, California, APN 241-182-003, for Hal and Allison Johnson, 3630 Lost Creek Blvd, Austin, Texas 78735, prepared by Rock Solid Engineering, Inc., Project No. 20020B, dated December 15, 2022.

(3) Grading, Drainage & Erosion Control Plan (Planning Submittal) of the Johnson Residence, APN 241-182-003, Carmel, Monterey County, California, prepared by LandSet Engineers, Inc., Project No. 2288-01, latest revised dated June 20, 2024.

Dear Mr. Angelo:

In response to address concerns regarding the drainage and erosion control per Reference (1), the project storm drain system has been designed with the intent to minimize soil disturbance and protect the coastal bluff from any adverse impacts both short term and long term. The storm water outlets shall be integrated into the exposed top of the weathered bedrock, granite surface where physically possible or to an approved point of discharge as directed by the geotechnical engineer.

As to not concentrate all of the storm water flow to one central location to prevent any excess saturation of unstable areas and any detrimental erosion to the bluff, there are multiple points of release for the storm water to specifically limit the quantity of flow. The storm water will be released into the proposed shallow, subsurface rock spreader trenches which are required to be installed where the outlet is not directly onto the granite surface but into the marine terrace deposits and/or old colluvium as specified per Reference (2) and as shown per Reference (3).

By using the rock spreader trenches, it will first dissipate the flow by reducing the velocity and then allow the water to bubble up and sheet flow out uniformly onto the vegetated surface. Due to the sensitive nature of the bluff, any designated unstable areas shall be delineated in the field and the final locations of each storm drain outlet shall be approved by the geotechnical engineer prior to installation and inspected during construction.

Any tree removal (holes and/or depressions) outside of the building areas will be backfilled with engineered fill compacted to 90% minimum relative compaction per Reference (2) and the overall site shall be protected and in conformance with the Erosion and Sediment Control Plan during the duration of construction per Reference (3).

If you have any questions or further clarification is required, please do not hesitate to contact the undersigned.

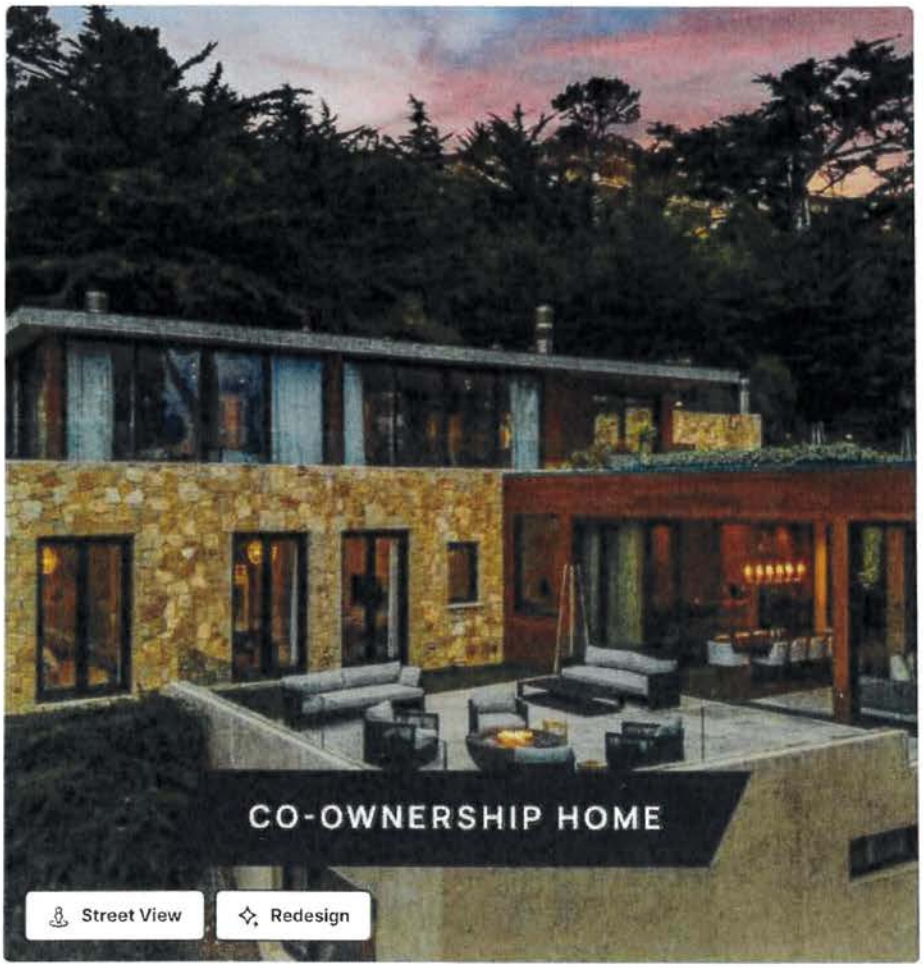
Respectively Submitted,
LandSet Engineers, Inc.



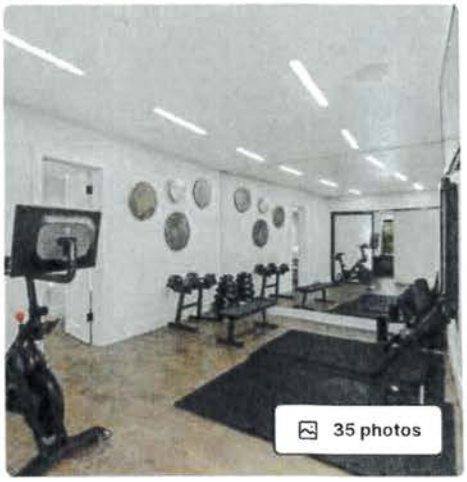
9/20/24

Guy R. Giraudo, P.E., P.L.S.
R.C.E. 56569, LS 8703

Dist: Addressee (2)
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EXHIBIT B

PENDING ON MAY 8, 2025

230 Highway 1, Carmel, CA 93923



$1,595,000
Est. $10,831/mo **Get pre-qualified**

5 Beds

5 Baths

6,670 Sq Ft

About this home

Own one-eighth of this professionally managed, turnkey home. With northern views of the Pacific and a sunny southern exposure, this architectural statement designed by Studio Schicketanz has cantilevered living spaces that maximize the vistas and capture natural light. The home is located just minutes from downtown Carmel on a half-acre along scenic Highway 1, with several nearby. The home has 5 bedrooms, 5 bathrooms

Show more

27 days
On Redfin

Single-family
Property Type

2014
Year Built

0.58 acres
Lot Size

$239
Price/Sq Ft

4 car garage
Parking

Listed by Joseph Maehler • DRE #01457093 • Pacaso Inc

Redfin checked: **9 minutes ago** (May 21, 2025 at 15:27pm) • Source: BAREIS #325032301

Ask Redfin Partner agent Amber Russell and Jennifer Ronan a question



Amber Russell and Jennifer Ronan
Carmel Redfin Partner Agent
Over the Moon Realty, Inc.
Responds in about **3 minutes**

Team of 2 agents

Write a message...

I'd like more home details.

I'm interested in buying.

Is this home still available?

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This home is pending

The seller has accepted an offer, and this property is now pending.

Questions? Redfin partner agents are here to help

Typically responds in about **3 minutes.**

Write a message...

Ask a question

2014 CONSTRUCTION PHOTOGRAPHS OF 230 HIGHWAY 1

EXHIBIT C


07/03/2014 14:41


08/22/2014 12:41


07/03/2014 14:12


08/22/2014 12:42

Rutan & Tucker LLP public comment prior to May 28, 2025 Planning Commission Hearing.
-HCD-Planning

From: Respicio, Maryknol
To: 293-pchearingcomments
Cc: Angelo, Philip; Brayer, Robert I.; breylen.ammen@coastal.ca.gov; katie.butler@coastal.ca.gov; tony@alombardolaw.com; Francois, Matthew
Subject: Johnny Hal W. Jr. & Allison H; File No. PLN210061; May 28, 2025 Monterey County Planning Commission Agenda Item No. 2
Date: Tuesday, May 27, 2025 1:56:10 PM
Attachments: image001.png
2025 0527 M. Francois Letter to E. Gonzalez Re Johnson Hal W Jr. and Allison H.pdf

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Dear Chair Gonzalez and Members of the Planning Commission:

Attached please find a letter from Matt Francois regarding the above-referenced subject matter.

Please let Mr. Francois know if you have any questions or comments.

Thank you.

Maryknol Respicio
Assistant to Matthew D. Francois
Five Palo Alto Square, 3000 El Camino Real, Ste. 200 | Palo Alto, CA 94306
O. (650) 320-1500 | D. (650) 320-1500 x7723
mrespicio@rutan.com | www.rutan.com
RUTAN
RUTAN & TUCKER, LLP

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RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

May 27, 2025

VIA EMAIL [pchearingcomments@countyofmonterey.gov]

Honorable Ernesto Gonzalez, Chair
and Members of the Planning Commission
County of Monterey
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061; May 28, 2025 Monterey County Planning Commission, Agenda Item No. 2.

Dear Chair Gonzalez and Members of the Planning Commission:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to register our objections to the proposed residential development at 226 Highway 1 (the "Project"). As you know, the proposed 3,525 square foot residential Project would be located within a key coastal viewshed, on slopes exceeding 30 percent slope and within 50 feet of a coastal bluff, and involves the removal of four protected trees (three Monterey Cypress and one Monterey Pine). At its October 30, 2024, the Planning Commission unanimously adopted a motion of intent to deny the Project.

Since the October 30th Planning Commission, the Project applicant has made changes to the plans, which overall are beneficial compared to the prior plans. However, given the site's location and the important Coastal Act policies that pertain, we believe that additional revisions can and must be made to the Project if it were to be approved. A short list of reasonable modifications to the Project conditions is attached hereto as Exhibit A.

As you know, the pertinent Coastal Act policies: (1) restrict development on slopes exceeding 30 percent—the Project involves approximately 3,095 square feet of development on slopes exceeding 30 percent, (2) require that existing trees and native vegetation be retained to the maximum extent possible—the Project results in the removal of four protected trees, and (3) require that new development not be visible from scenic vantage points—the Project is visible from Highway 1 and the Vista Point across from the Highland Inn. (*See*, *e.g.*, Coastal Implementation Plan §§ 20.146.120.A.6, 20.146.030.C.1, 20.146.030.C.4, 20.146.030.D.1; Carmel Area Land Use Plan Sections 2.2.4.10.a, 2.2.4.10.e, 2.2.3.3, 2.7.3.1, 2.7.4.1); *see also*

Monterey County Zoning Code § 20.02.060.B.)[1] In its comments on the Project, Coastal Commission Staff noted the Project's inconsistencies with these policies.[2] Further, multiple homes in this neighborhood have recently experienced failure at slopes greater than 30 percent. Compared to nearby homes, the Project would involve by far the greatest amount of developments on slopes exceeding 30 percent.

In order to conform with key Coastal Act policies, the Project residence should be shifted further eastward to further avoid 30 percent slopes and to avoid removal of four protected trees. (Staff Report, Exhibit A, p. 11 [area shown in white not containing slopes exceeding 30 percent].) Two of these trees proposed for removal (numbers 51 and 52) are listed in "Good" condition according to the Project arborist.[3] Alternatively, the Project residence can be modified to eliminate a cantilevered roof and balcony overhang along the western elevation. (Staff Report, Exhibit A, p. 11 [labeled Cantilevered Roof and Cantilevered Balcony.) Either of these changes would avoid the removal of four protected trees and would pull the northwestern roof overhang further inland to minimize its visibility from Highway 1 and the Vista Point as required by the Coastal Act Policies.

In terms of replacement trees, we had asked the Project applicant to provide a copy of the Landscape Plan shown on Sheet A1.1. The Project plans currently require four replacement trees. Sheet A1.1 showed three replacement trees on the northern elevation of the Project residence. On May 27, 2025 the applicant's attorney provided a copy of the Landscape Plan dated May 23, 2025 that included the three trees along the north plus four new trees on the south that would block coastal views from Owner's residence. (*See* Exhibit B.) The existing trees proposed for removal do not block such views. We raised these concerns with the applicant's attorney who indicated that the architect may have misunderstood the request and indicated a willingness to work with the Owner on the location of the replacement trees. Along those lines, if the Project were to be approved, we ask that a condition be imposed to require Owner's consent to the location of the replacement trees.

---

[1] These policies were discussed in detail in our August 12, 2024 comment letter on the Project Mitigation Negative Declaration ("MND"), which is incorporated herein by reference and attached to the Staff Report as Exhibit F.

[2] (*See*, *e.g.*, October 24, 2022 comment from Coastal Planner Breylen Ammen to County Planner Phil Angelo: "[T]he parcel is largely inappropriate for the intensity of development proposed, and such development would not meet the overarching Carmel LUP Key Policy which requires all future development to be clearly consistent with and subordinate to the foremost priority of protecting the area's scenic beauty and natural resource values." (Staff Report, Exhibit F.)

[3] In an August 25, 2021 email from neighbor Jenny Breitenwischer to County Planner Philip Angelo, Ms. Breitenwischer noted the trees "need to be trimmed but they should not be removed" and stated she had the trees trimmed a couple of years ago with permission from the former property owner "so I know there is nothing wrong with them." (Staff Report, Exhibit F.)

We further agree with the recommendation of the Carmel Area Wastewater District ("CAWD") that the original condition requiring approval of the Carmel Highlands Point Sanitary Association ("Association") be re-inserted as a condition of approval on the Project.[4] As the Can and Will Serve letter from CAWD indicates the Project would be served by the Association's private sewer lateral and so would require approval from the Association members prior to CAWD's issuance of a sewer connection permit. County Staff eliminated this requirement from the condition at the applicant's request. CAWD staff did not see the justification for the change, "as approval from the [A]ssociation would be required for their permit process, and it's an issue the applicant must address regardless." (Staff Report, Exhibit A, p. 21.) In its comments on the Project, Coastal Commission Staff likewise registered concerns with the proposed sewer treatment plan, noting that the Coastal Commission would have to approve annexation of the parcel into the CAWD service area.

Additionally, we do not believe that there is Code support for Staff's interpretation that a retaining wall is not a structure that requires a variance from setback requirements. The Interpretation cited addressed whether structures below grade are subject to the setback requirements and concluded that they were. "Structure" is defined by the County Code as "anything constructed or erected, except fences under six feet in height, the use of which requires location on the ground or attachment to something having location on the ground, but not including any trailer or tent." (County Zoning Code § 21.06.1220.) The plain language of the County Code exempts fences not retaining walls, and the County's interpretation impermissibly adds works to the language of the ordinance. (*See Martis Camp Community Assn. v. County of Placer* (2020) 53 Cal.App.5th 569, 591 and *Watsonville Pilots Assn. v. City of Watsonville* (2010) 183 Cal.App.4th 1059, 1069.)

Further, for the reasons previously set forth in our August 12, 2024 letter, we do not believe the findings for a variance would be justified here. The other projects previously cited by Staff as examples are distinguishable. 255 Highway 1 (PLN170428) had no development on slopes exceeding 30 percent and had a much smaller development footprint and did not encroach on other neighboring development. 243 Highway 1 (PLN070388) likewise involved a much smaller development footprint with development on slopes exceeding 30 percent limited to 300 square feet. The Project has 3,095 square feet of development on slopes exceeding 30 percent.

Finally, the Project necessitates alterations to the existing Mutual Water System to achieve water quality standards. Because the Project results in the need for upgrades to the existing water

[4] The original MND also stated that the Project applicant will need to secure permission from the property owners served by the Association to connect into the shared private system and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

treatment system, all costs associated with such alterations should be borne by the owner/applicant. We request that the Project conditions be modified accordingly.

****

Thank you for your consideration of our client's views on this important matter. Representatives of the Owner, including the undersigned, will be in attendance at your May 28th hearing on the Project. In the meantime, please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP



Matthew D. Francois

MDF:mr

cc: Client (*via email*)
Philip Angelo, Senior Planner (angelop@countyofmonterey.gov)
Robert Brayer, Deputy County Counsel (brayerri@countyofmonterey.gov)
Breylen Ammen, Coastal Program Analyst,
California Coastal Commission (breylen.ammen@coastal.ca.gov)
Katie Butler, District Supervisor,
California Coastal Commission (katie.butler@coastal.ca.gov)
Tony Lombardo, Applicant's Attorney (tony@alombardolaw.com)

EXHIBIT A

REVISIONS TO CONDITIONS OF APPROVAL

- Revise Condition 1: "This Combined Development Permit (PLN210061) allows (subject to revisions specified in subsection f):

    - Option 1: "f) The plans shall be revised to shift the residence to the east to avoid 30 percent or greater slopes and to retain four protected trees (Tree Nos. 50, 51, 52, 54)."

      or

    - Option 2: "f) The Project plans shall be revised to eliminate the Cantilevered Roof and Cantilevered Balcony along the western elevation."

- Revise Condition 13: "Prior to final of construction permits, the applicant shall replace and or relocate each tree approved for removal as follows: - Replacement ratio: 3 Monterey cypress and 1 Monterey pine Replacement tree(s) shall be located within the same general location as the tree being removed while respecting existing views of neighboring property owners. (HCD - Planning) The location of the replacement trees shall be submitted to any affected neighboring property owners for their review and written approval."

- Revise Condition 28: "Prior to issuance of any grading or construction permits, the owner/applicant shall be required to provide evidence that they have appropriate permission to connect to the "Highlands Point Association" private sewer lateral to the satisfaction of the Carmel Area Wastewater District ("CAWD"), and that they have secured a sewer connection permit from the CAWD."

- Add Condition 29: "All costs associated with alterations to the existing constructed Mutual Water System shall be borne by the owner/applicant."

EXHIBIT B



NOTE: ALL REPLACEMENT TREES TO BE THE FOLLOWING:

SPECIES: MONTEREY CYPRESS
SIZE: 15 GAL.
SPACING: 10' MINIMUM

LEGEND

= BUILDING FOOTPRINT

= TREE TO BE REMOVED

= TREE TO BE PLANTED

N

PLANTING PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

REVISION	No.

CONSULTANT:

ARCHITECT
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVENUE MONTEREY, CA 93940
PHONE (831) 372-0410 • FAX (831) 372-7840 • WEB: www.ericmillerarchitects.com

PLANTING PLAN

JOB NAME: Johnson Residence
226 Highway 1
Carmel, CA 93923
A.P.N.: 241-182-003

DATE: 5/23/2025
SCALE: 1/16"=1'-0"
DRAWN: HRM
JOB NUMBER: 20.09

A-1.1a
SHEET OF

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS SOLELY RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. PUBLICATION IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY MEANS, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED - TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS & SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

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Applicant re-submittal letter with response letters to Cornerstone Earth Group letter attached.
-HCD-Planning

ERIC MILLER
ARCHITECTS

April 9, 2025

Mr. Phil Angelo, Senior Planner
Housing and Community Development
1441 Schilling Place South 2nd Floor, Salinas, CA 93901

re: PLN210061 (Johnson)

Dear Mr. Angelo,

This is an analysis of the changes made to the Johnson Residence (PLN210061) located at 226 Highway 1, Carmel, CA 93921, APN 241-182-003-000.

The redesign addresses each of the major issues raised by the Planning Commission in the October 30, 2024 hearing including scale of development and development on slopes, the scale and nature of requested variances, the siting of the project and its potential impact on visual resources, tree removal, and the safety of development in proximity to the bluff.

Scale of Development / Development on Slopes

The redesigned building has been reduced in scale with reductions in floor area, site coverage, height and building site coverage. Development in 30% slope areas has been significantly reduced. The particulars are as follows:

The redesigned building was determined by the most appropriate buildable area on the site. The proposed building location falls within a building pad on the site that follows the 30' Highway 1 setback for around 86' and projects towards the bluff around 31', stopping short of the drastic drop towards the ocean. The 31' dimension is determined from the start of the 30' Highway 1 setback and ends along the bluff when the slopes are greater than 30%. The 86' length is determined by (1) the setback required on south-east property line to allow for a firetruck turnaround in the auto court as well as existing easement for well access, and (2) the setback required on the north-west property line to obscure the building's visibility from the Highway 1 pullout. This rectangular building pad is the best and only viable location for a proposed building on this property. Due to the natural variation in terrain, there are still small portions of this pad with 30% slope, but the majority of this building pad is flat and suitable for development.

The overall scale of the project has been significantly reduced and is quantified on page A-1.2a. The total floor area has been reduced by 1,396 square feet, resulting in a proposed floor area of 3,525 square feet and a FAR of 12.9%. The total building site

211 Hoffman Avenue, Monterey California 93940 ▪ Phone: 831-372-0410 / Fax: 831-372-7840 ▪ Eric Miller Architects, Inc. ▪ www.ericmillerarchitects.com

coverage has been reduced by 1,231 square feet, resulting in a proposed building site coverage of 2,865 square feet and a ratio of 10.5%. The building height has been reduced by 2.75 feet, resulting in a proposed building height of 22 feet. The proposed design is 7.1% below the allowed maximum floor area, 4.5% below the allowed maximum building site coverage, and 8 feet below the allowed maximum building height. The tree removal count has been reduced from 6 trees to 4 trees, and the arborist has reviewed the redesign and provided an updated report. The percentage of the building in 30% slope has been reduced from 46% to 21%, with the required off street parking falling within a majority of said percentage.

The total development in 30% slope has been significantly reduced as well and a diagram depicting said development can be seen on pages A-1.2b and A-1.2c. All patios within 30% have been eliminated, and the remaining development, including firetruck turnaround, required parking, fire department access, well access, required utilities, and terraced retaining walls, have been reduced to the necessary minimum.

Variances, Nature, and Scale

The project has been redesigned to remove the request for all variances. All structures within setbacks are below 6 feet in height. All development within 30% has been reduced to the necessary minimum.

Visual Resources

The redesign of the building has located it outside of visibility by the public, with diagrams and renderings confirming this located on page A-1.4 and A-7.3. The design reduction has removed the need to plant screening and instead uses the existing trees to screen the home.

Tree Removal

The proposed tree removal has been reduced from 6 trees to 4 trees and has been reviewed by the arborist. The two trees saved are one mature 24” cypress on the downhill side as well as one 12” cypress on the uphill side. The 4 trees requested for removal are all in fair and poor conditions, with either crown dieback & limb breakage, or partially uprooted.

Safety / Development in Proximity to a Bluff

The overall architecture of the building has been simplified for ease of development and construction on a challenge site. The foundation’s micropiles are primarily located outside of 30% slope and will penetrate beyond the geological 100-year bluff. The perimeter micropile locations are estimated to be 4 feet on center with the possibility of northern perimeter locations being moved away from the area of 30% slope.

157 Grand Avenue, Suite 106 ■ Pacific Grove, California 93950 ■ Ph: 831.372.0410 ■ Fax: 831.372.7840 ■ Eric Miller Architects, Inc. ■ www.ericmillerarchitects.com

In addition to addressing specific issues raised by the Planning Commission, please note the following:

Waste Hauling Logistics

The designer of the system, Utility Services, has indicated that the location of the septic tank for pumping would be acceptable. The truck access in the motor court is sufficient to reach a 100-foot pipe for servicing.

Neighborhood Site Analysis

A thorough analysis of the neighboring property's statistics has resulted in an average FAR of 14% and an average floor area of 4,801 square feet between all 10 residences. With a proposed FAR of 12.9% and a proposed floor area of 3,525 square feet, the redesigned residence falls under the surrounding community's average calculations by 1.1% below the FAR and 1,276 square feet below the floor area.

This concludes the architectural analysis of the changes made to the Johnson Residence.

Sincerely,

Eric Miller, AIA
Eric Miller Architects, Inc.

157 Grand Avenue, Suite 106 ■ Pacific Grove, California 93950 ■ Ph: 831.372.0410 ■ Fax: 831.372.7840 ■ Eric Miller Architects, Inc. ■ www.ericmillerarchitects.com

Easton Geology, Inc.
P.O. Box 3533, Santa Cruz, CA 95063
831.247.4317 info@eastongeology.com

4 April 2025

Hal and Allison Johnson
3630 Lost Creek Blvd.
Austin, TX 78735

Job No. C21019

Re: Response to Peer Review Comments for
Proposed Development at 226 Highway 1
Carmel Highlands, California
Monterey County APN 241-182-003

Dear Mr. and Mrs. Johnson:

Easton Geology, Inc. has prepared this letter in response to peer review comments made by Cornerstone Earth Group regarding our geologic investigation report for the above-referenced property. The comments stem from the Monterey County application review and public hearing process for the project. The project has been reduced in scale subsequent to the comment process. Our responses below reflect the reduced scale of the project.

For this response letter we reviewed:

- Cornerstone Earth Group, 2024, Geotechnical/Geologic Peer Review, 226 Highway 1, Carmel California, Project No.: 1539-1-1, dated October 28, 2024, 13p.

- Easton Geology 2022, Geologic Investigation, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003, Job No. C21019, prepared 15 December 2022, 35p., 7 plates.

  Easton Geology, 2020, Geologic Feasibility assessment for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003, Job No. C20006, prepared 17 August 2020, 7p., 1 plate.

- Eric Miller Architects, 2025, Proposed Site Plan, Johnson Residence, 226 Highway 1, Carmel, California, 93923, APN 241-182-003, dated 2/20/2025.

Background

The proposed homesite encompasses a small cut and fill pad between the edge of an approximately 85 foot high coastal bluff and a slope descending from Highway 1. We prepared a letter summarizing our assessment of the geologic feasibility for developing the site in August 2020 (Easton Geology, 2020). Our feasibility assessment analyzed the 100-year stability of the site and included a geologically feasible building envelope which incorporated a setback from the toe of

the steep coastal bluff below the existing graded pad, and a 20 foot ministerial setback from the northeastern property line below Highway 1. Our letter concluded that the parcel is geologically feasible to develop, with any development seaward of the geologic setback requiring foundation elements to penetrate below the projected 100-year bluff profile.

We prepared a geologic investigation in December 2022 (Easton Geology, 2022) which again concluded that the site is geologically feasible to develop and included recommendations for mitigating the geologic hazards identified at the site, such as founding structures below the projected 100-year bluff profile and into competent rock. The report included a map depicting our estimated position of the blufftop at the site in 100 years. Our 2022 geologic investigation report supersedes our geologic feasibility assessment completed in 2020.

Cornerstone Earth Group Peer Review Comments and Easton Geology Responses

We have prepared the following responses to the comments (*italicized*) made by Cornerstone Earth Group.

1. *Easton does not adequately characterize three geologic features which appear to represent either active or potentially active landslides, as summarized below.*

    a. *A deposit of Qoal is located beneath the proposed autocourt and also downslope of the southeastern end of the proposed residence as shown on the Easton geologic map. This elongated deposit appears to occupy a sloping swale surface that steepens towards the face of the slope as shown in geologic cross-section D-D'. It would appear that this deposit might be a landslide. The unsupported toe of this deposit is shown as Feature "A" in the attached photo.*

Easton Geology Response: Old alluvium (Qoal) was encountered in Exploratory Shaft 1 and is exposed in the bluff face below the site. The alluvial deposit infills an old, narrow, hillside swale. Similar ancient, infilled swales are visible in roadcuts above Highway 1 near the site. Where exposed in the bluff-face, the old alluvium is stratified and clasts are imbricated. The bluff-face exposure is unsupported yet maintains a steep slope similar to the adjacent granite and marine terrace deposits. As encountered in Exploratory Shaft 1, the alluvium is dense, normally graded, and its clay matrix is stiff. The alluvium encountered in the shaft and exposed in the bluff face is matrix supported in the upper portion of the deposit and becomes clast supported in the lower portion. We saw no shearing or offsets within the old alluvium. The soil profile exposed in the cutslope through the infilled swale in the southeastern portion of the property (above the autocourt) reveals a well developed pedogenic soil. None of the above observations are suggestive of the old alluvium or the swale it infills as resulting from landsliding. We interpret the alluvial deposits to be at least 125,000 years old based on their geomorphic position above a Pleistocene marine terrace, and they are believed to grade with the marine terrace deposits below.

    b. *Along the bottom of the steep slope is an exposure in the granodiorite that shows the intersection of 3 primary joint sets. At this location is a feature that appears to be a potential wedge failure with green moss indicative of seepage (see Feature "B" in the attached photo). Other areas, and potentially those covered by vegetation are indicative of potentially similar rock failure conditions.*

Easton Geology Response: Feature "B", as delineated by the reviewer, is located below the joint-bounded scarp mapped by our firm. Formation of the joint-bounded scarp appears to be the

result of a wedge failure within the weathered granite on the upper bluff. We measured two adversely dipping joint sets in this area, and their resulting line of intersection (the axis of sliding) trends 228AZ and plunges approximately 47 degrees to the southwest. The upslope trend of the axis of sliding passes well north of the proposed residence. Current revised plans for the project depict the proposed residence about 30 feet from the left margin of the mapped wedge failure scarp depicted on Plate 1 of our report and is at least 40 feet from the axis of sliding. The footprint of the proposed residence and its foundation will not be affected by potential enlargement of this slide feature. We saw no wedge failures of similar or larger size during our investigation.

c. *The geologic map shows a headscarp near the northwest corner of the residence deck. The map indicates an 8' vertical joint-bounded scarp at this location with 5 joint attitudes showing random strikes and moderate to steep dips of between 52° and 81° in the granodiorite. Given the other observed joint sets in cliff exposure during our reconnaissance, this scarp (Feature "C" in the attached photo) represents an active slope instability condition.*

Easton Geology Response: We do not believe that Feature "C", as delineated by the reviewer, corresponds with any mapped slope instability features mapped by our firm. The location of "Feature C" on the photo markup by the reviewer lies in the northernmost portion of the parcel, is coincident with a shallow drainage swale, and appears to be 60 or more feet from any proposed improvements. The joint-bounded headscarp referenced on our geologic map was discussed above and corresponds with Feature "B" delineated by the reviewer.

2. *Easton needs to describe in detail how the base of the "Projected 100-year Bluff Profile" was chosen for the initial 3 cross-sections in the Feasibility Report and the final 5 cross-sections in the Easton Geologic Report. Specifically, describe the basis for the lowermost beginning point and the angle of projection towards the top of bluff of the line. Also explain how this appears to be the same geometry on all 5 profiles, given the presence of a bedrock scarp in A-A', deposits of Qoal on the face of D-D', and a pocket of Qcl in E-E'.*

Easton Geology Response: The overall stability of the bluff is governed by wave erosion and failure along adversely dipping joints. For our 100-year bluff retreat analysis we incorporated a minimum of ten horizontal feet of wave erosion at the base of the bluff. This is considered a conservative value, as our measured retreat rates, and those by Scripps (2022), as documented in our report, were less than 0.1 foot per year (10 feet in 100 years) over the nearly 100-year aerial photographic record of the site. We projected critical joint surfaces (adjusted for apparent dip) of between 50 and 57 degrees on our geologic cross sections, assuming failure of the bluff occurring along an adversely dipping joint plane when intersected at its base by wave erosion. We drew the position of the 100-year blufftop where failure along the critical joint plane daylighted with the slope. Many measured joints at the site were typically steeper than the critical joint surfaces, and failure along these joints would not reach as far into the slope. Again, we consider the position of the 100-year blufftop conservative.

The presence of surficial deposits and existing small failure scarps (which are anticipated) are important to consider for local bluff stability and foundation consideration; however, the future position of the blufftop is a more global and prudent bluff stability consideration. It is for these reasons that we have considered both long-term and short-term bluff stability and have

recommended deep foundations which penetrate the anticipated future bluff configuration where improvements are proposed seaward of the 100-year blufftop.

3. *Easton needs to provide more discussion and defense of their initial position whereby development seaward of the "geologically feasible building envelope" must not rely on support from material above the projected bluff profile (as depicted on the cross-sections in the 2020 Feasibility Report) yet later development is allowed seaward of the envelope based exclusively on acceptance via a Factor of Safety of 1.0 in the worst case. Justifying this shifting of the allowable development seaward strictly because of retaining wall and foundation elements being embedded into the underlying competent bedrock is not warranted and conflicts with Monterey County guidance on allowable building on slopes exceeding 30°* [sic – we believe the reviewer meant to say 30 percent].

Easton Geology Response: As previously stated, our 2022 geologic investigation report supersedes our 2020 geologic feasibility report. We have not "shifted the building envelope", and our recommendations for founding structures seaward of the 100-year bluff is unchanged between our 2020 and 2022 reports – foundations shall penetrate below the projected 100-year bluff profile line depicted on the geologic cross sections where improvements are proposed seaward of the 100-year blufftop. The siting of improvements seaward of the position of the 100-year blufftop is not based on a factor of safety of 1.0 but is instead based on founding the structures into competent rock below the projected 100-year bluff profile. The Monterey County Carmel Area Land Use Plan Local Coastal Program and Monterey County Coastal Implementation Plan do not prohibit development on slopes exceeding 30 percent, only that a geologic report is required for development proposed on slopes greater than 30 percent. Our recommendations for responsible and feasible development do not conflict with Monterey County policy.

4. *Easton needs to describe why a kinematic analysis was not performed on this project. Structural attitudes were measured from cut slopes and outcrops at various locations in the study area. While recognizing that access to measurement points is limited due to the steepness of the slopes, there are other methods for obtaining bedrock joints and shears. These include terrestrial LiDAR to develop point clouds as well as line surveys along the face of the toe of slope from a boat or kayak.*

   Relying entirely on surface measurements does not account for anisotropic variability. Therefore, obtaining structural measurements from boreholes is also needed to complement the surface surveys. Downhole televiewer methods (video or acoustic) allow for collection of data with depth. Both methods can provide useful structural data to be used in kinematic analysis that can show the types of failure that may occur on the project site. Easton described in the 2022 Geologic report that due to access limitations hand dug shafts were substituted for drill holes along the autocourt retaining wall. These shafts only penetrated weathered bedrock and do not provide nearly enough structural data of less weathered bedrock to conduct the required analysis. Based on our reconnaissance, other portions of the site close to the setback line could be accessed by track mounted drill rigs capable of advancing wireline diamond coring tools with accompanying downhole televiewer tools. Should future rock coring be utilized on this site, there needs to be consistency on the borehole logs with respect to the degree of bedrock weathering.

Easton Geology Response: A kinematic analysis was not initially performed for this project, as we consider our 100-year bluff retreat analysis conservative due to the low rate of bluff erosion at the site (less than 0.1 foot per year) and an assumed failure along a critical joint surface intersected by wave erosion at the end of 100 years. Granitic bedrock is exposed throughout much of the steep bluff-face as well as on the slope below and above the proposed development area – effectively comprising a vertical bedrock exposure nearly 100 feet high. We measured 28 prominent bedrock joints exposed within the bluff-face and above the proposed homesite. From our site reconnaissance we found that jointing is relatively consistent across the property and were satisfied that we had collected sufficient structural data to characterize the site. For these reasons we elected not to perform wireline coring. We selected adversely dipping joint planes of between 50 and 57 degrees (adjusted for apparent dip) as critical joint failure surfaces for our 100-year bluff retreat analysis on the geologic cross sections. We drew the position of the 100-year blufftop where assumed failure along the critical joint plane daylighted with the slope, as depicted on Plate 1 of our geologic report.

The existing wedge failure scar on the upper bluff slope lies within weathered granite. We performed a kinematic analysis of the wedge failure in December 2024. Kinematic analysis of the adverse joints bounding the failure scar yielded a line of intersection trending 230AZ and plunging 47 degrees to the southwest. Utilizing an equation from Hoek and Bray (1981) and a friction angle of 43 degrees measured from weathered bedrock, we calculated a static factor of safety of 1.41 for wedge failures within the weathered granite. A factor of safety of less than 1.0 would indicate a higher probability of failure. Variables such as root wedging, ground water, and seismic shaking can precipitate slope failures.

With a slope of about 70 degrees, the bedrock bluff-face below the wedge failure scar discussed above is considerably steeper than both the friction angle of 43 degrees and an axis of sliding of 47 degrees within the weathered granite comprising the upper bluff-face. We saw no deep wedge failures within the steep bluff face on the property or on the much taller segment of bluff-face just upcoast of the site. A likely reason for this is that the less weathered bedrock in the bluff-face has a higher friction angle, and a more steeply plunging axis of sliding as evidenced on the bluff-face. Thus, failures along the bluff face at the site are shallower and more steeply inclined.

In our opinion, wedge failures as discussed above and as mapped at the site may occur during the anticipated lifetime of the project and are part of the natural bluff erosion process. These failures will occur seaward of the position of the 100-year blufftop and above the projected 100-year bluff profile. The potential for future bedrock bluff failures to undermine improvements located seaward of the 100-year blufftop will be mitigated by a foundation system consisting of micropiles penetrating below the projected 100-year bluff profile.

5. *Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e.*

block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).

Easton Geology Response: Our qualitative retreat analysis for this project is consistent with the methods used by others for similar investigations in the immediate area, such as at 239 Highway 1 and 255 Highway 1. These projects have been approved and constructed. Our retreat analysis for this project considered failures along adversely dipping joints coupled with the slow rate of wave erosion at the base of the bluff. For improvements located seaward of our 100-year blufftop, we recommended a foundation system which penetrates below the projected 100-year retreat profile. Deep-seated block or wedge failures extending moderate distances inland do not appear to be a dominant or likely mode of failure along the bluff at the site. We saw no evidence of prior, moderate to largescale block or wedge failures along the coastline in the site vicinity. We saw no moderately inclined bluff-faces or rubble piles resulting from block or wedge failures at the base of the bluff indicative of past block or wedge failures near the site. Instead, the bluff-face at the site and vicinity is very steep to near vertical and comprised of blocks of well jointed granite.

The structural engineer for the project design build team performed a finite element analysis in designing the micropile foundation system to support the proposed development. The analysis considered both the existing and 100-year eroded bluff profiles and was designed for all load demands.

This comment has also been addressed by Rock Solid Engineering.

6. *For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30 psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [see Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be considered over up to 3 pile diameters based on materials, micropile spacing, geometry, and other factors.*

This comment has been addressed by Rock Solid Engineering.

7. *Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.*

This comment has been addressed by Rock Solid Engineering.

8. *Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend onto Caltrans right-of-way. In addition, walls*

along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further, any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.

This comment has been addressed by Rock Solid Engineering.

9. *For seismic earth pressures, Rock Solid recommended a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).*

This comment has been addressed by Rock Solid Engineering.

10. *The geotechnical report indicates that development west (i.e. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.*

This comment has been addressed by Rock Solid Engineering.

In summary, it is our opinion that the Easton Geology and Rock Solid Engineering reports adequately mitigate the geologic and geotechnical hazards relevant to the proposed development, and the proposed development is compatible with the site.

Please contact our firm if you have any questions or concerns regarding this project.

Sincerely,

EASTON GEOLOGY, INC.



Gregory Easton
Principal Geologist
C.E.G. No. 2502

Copies: addressee (pdf)
Anthony Lombardo & Associates, attn: Deborah Castles, Esq. (pdf)
Eric Miller Architects, attn: Carla Hashimoto (pdf)
Rock Solid Engineering, attn: Yvette Wilson (pdf)

Project No. 20020B
April 4, 2025

Hal and Allison Johnson
3630 Lost Creek Blvd
Austin, Texas 78735

SUBJECT: **RESPONSE TO PEER REVIEW COMMENTS**
Proposed Single Family Residence
226 Highway 1, Carmel, California (Previously 244 #3 Highway 1)
APN: 241-182-003-000

REFERENCES: See Attached

Dear Mr. and Mrs. Johnson:

The purpose of this letter is to respond to the questions and comments that were generated as part of the planning application review and public hearing.

We have reviewed the Geotechnical/Geologic Peer Review by Cornerstone Earth Group (Reference 1). Please note these comments were based on the previous set of architectural plans prepared by Eric Miller Architects dated June 28, 2024. Our comments in black are related to the peer review comments based on the June 28, 2024 plans.

In response to the comments received, the proposed development has been scaled back. Based on our review of the revised architectural plans Dated 2/20/2025, the building footprint has been reduced in size along with reducing the percentage of development on 30 percent slopes and project site coverage (Reference 4). Our comments related to the most recent plans are provided in blue to distinguish them from the previously proposed site layout.

The comments are listed in the order presented in the peer review starting on Page 7. Easton Geology has responded to Comments 1 through 5. Please find our responses to Comments 5 through 10 listed below.

Comment 5 (p6): *Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e. block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).*

Response 5: The stability of the slopes was analyzed to check for failure above the bedrock. We agree that this is not the only failure mechanism as acknowledged in our reports. The combined analysis approach was to also determine the potential future bluff profile based on 100-years of retreat. The qualitative analysis performed by the project geologist did consider failures along adversely dipping joints and historical retreat rates. The surface and subsurface data was projected onto five cross sections and assumes the bluff-face will retreat up to 10 feet along bluff parallel joints over the next 100 years. Material above the 100-year retreat line will be neglected in the design. This approach is similar to the reports prepared for 239 Highway 1 and 255 Highway 1.

Comment 6 (p8): *For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [See Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be considered over up to 3 pile diameters based on materials, micropile spacing, geometry and other factors.*

Response 6: After coordination with the design build engineer, the micropiles were designed for the load demands associated with the shear strength values for the weathered granite provided by Rock Solid. The engineer's analysis included both the existing conditions and the projected 100-year bluff profile. The design was performed in the finite element analysis software, PLAXIS 2D. The load demands from PLAXIS were used to select the steel section for the micropiles, which was based on permanent ASD load factors after IBC/CBC. The design methodology for the micropiles is outlined in the calculation submittal by DRS.

As the project has been modified significantly, the design build engineer will need to revise their analysis for the current design. However, the design approach will remain the same.

Comment 7 (p9): *Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.*

Response 7: Based on our coordination with the structural engineer and review of the calculation package, micropiles are feasible for this site. The site is a great candidate for micropiles considering the strength of the rock underlying the site, and the environmental sensitivity (i.e., smaller diameter elements like micropiles are more environmentally friendly than larger diameter elements like drilled shafts). The micropile design and analysis is clearly outlined in the calculation submittal by DRS. The micropiles were appropriately designed to the anticipated static and seismic loads including axial compression/tension, shear forces, and bending moments.

Comment 8 (p9): *Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend into Caltrans right-of-way. In addition, walls along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.*

Response 8: The Architect has been coordinating with Caltrans on the previous design (June 2024) and review for the proposed walls. The retaining wall near the east property line had been designed with permanent caissons to avoid the use of rock bolts and therefore eliminate the need for an easement. A drainage plan was prepared by a Civil Engineer. The plan included a swale at the top of the site retaining walls to collect any runoff from upslope and direct it to an appropriate discharge point.

As the plans have been revised, significant cuts and retaining walls near the property line have been eliminated. The new site plan includes terraced retaining walls at the driveway that are a maximum of 6 feet tall and are setback 10 feet from the property line. These walls will likely be designed as simple gravity walls without the need for caissons or tiebacks.

The civil engineer will provide a revised drainage plan for the construction drawings.

Comment 9 (p9): *For seismic earth pressures, Rock Solid recommends a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).*

Response 9: After coordination on the final design, the submitted calculations package included the location of the resultant at 0.33H above the base of the wall.

Comment 10 (p9): *The geotechnical report indicates that development west (ie. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.*

Response 10: The entire residence has been designed with a structural slab supported by micropiles. For the revised design, the entire foundation will also be designed as a mat slab supported by micro-piles.

Discussion and Conclusions

We consider the reports to be adequate for the proposed development and meet or exceed the industry standards for similar development as evidenced by the approved projects for the nearby recent developments.

The Preliminary Geotechnical Investigation (Reference 5) was prepared before plans were developed as a first phase to investigate the feasibility of development of the parcel. The following Geotechnical Investigation (Reference 6) provided design level recommendations for the proposed development after site plans were prepared and included additional analysis. The preliminary reports were not intended to limit development to the small geologically feasible building envelope. The intent was to establish the feasibility and primary geotechnical constraints of developing this parcel.

As the design was not fully developed at the time the reports were prepared and the parcel does have some constraints, we worked closely with a specialty design builder to further analyze the proposed development. The additional analysis included finite element analysis to develop the structural plans and supporting calculations based on the proposed design.

Since those plans were prepared, the scope of the project has been reduced significantly in response to comments by the Monterey County Planning Commission. The reduction in the scope has resulted in a smaller structure that will be further setback from the steep bluff and the property line adjacent to Highway 1. The currently proposed project will eliminate the need for large cuts near the property line and Caltrans Right of Way and will reduce the number and depth of the required foundation elements.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office.

Sincerely,

ROCK SOLID ENGINEERING, INC.



Signed: April 7, 2025

Yvette M. Wilson, P.E.
Principal Engineer
R.C.E. 60245

Distribution: (1) Addressee and via email
(1) Greg Easton via email
(1) Carla Hashimoto via email
(1) Deborah M. Castles, Anthony Lombardo & Associates, via email

REFERENCES

1. Cornerstone Earth Group, Geotechnical/Geologic Peer Review, 226 Highway 1, Carmel, California, Project No. 1539-1-1, Dated October 28, 2024.

2. Easton Geology, Inc., Geologic Feasibility Assessment, for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003, Job No. C20006, Dated 17 August 2020.

3. Easton Geology, Inc., Geologic Investigation, Johnson Property, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003-000, Job No. C21019, Dated 15 December 2022.

4. Eric Miller Architects, Inc., Johnson Residence, 226 Highway 1, Carmel, CA 93923, Sheets A1.1, A-1.2a, A-1.2b, A-1.2c, A-1.3, A-1.4, and A-2.1, Dated 2/20/25.

5. Rock Solid Engineering, Inc., Preliminary Geotechnical Investigation, Coastal Bluff Retreat Analysis, 244 #3 Highway 1, Carmel, California, APN: 241-182-003, Project No. 20020, Dated August 14, 2020.

6. Rock Solid Engineering, Inc., Geotechnical Investigation, Proposed Single Family Residence, 226 Highway 1, Carmel, California (Previously 244 #3 Highway 1), APN: 241-182-003-000, Project No. 20020B, Dated December 15, 2022.

Cornerstone Earth Group Letter transmitted by Rutan & Tucker LLP prior to October 30, 2024 Planning Commission Hearing -HCD-Planning

CORNERSTONE EARTH GROUP

Date:	October 28, 2024
Project No.:	1539-1-1
Prepared For:	Matthew Francois **RUTAN AND TUCKER, LLP** 455 Market Street, Suite 1870 San Francisco, California 94105
Re:	Geotechnical/Geologic Peer Review 226 Highway 1 Carmel, California

Dear Mr. Francois:

Introduction and Background

As requested, we present the results of our peer review for the geologic and geotechnical investigation reports and other aspects of the above-referenced project. Our certified engineering geologist and geotechnical engineer visited the site on October 10, 2024 to review site conditions and potential geologic and geotechnical hazards.

The documents reviewed include the following:

- A geologic feasibility assessment titled, "Geologic Feasibility Assessment for Coastal Property at 244 #3 Highway 1, Carmel Highlands, California, Monterey County APN 241-182-003," prepared by Easton Geology, Inc. for Terry Tydings, Job No. C20006, dated 17 August 2020.
- A geologic investigation titled, "Geologic Investigation, Johnson Property, 226 Highway 1, Carmel, California, Monterey County APN 241-182-003-000," prepared by Easton Geology, Inc. for Hal and Allison Johnson, Job No. C21019, dated 15 December 2022.
- A preliminary geotechnical investigation titled, "Preliminary Geotechnical Investigation, Coastal Bluff Retreat Analysis, 244 #3 Highway 1, Carmel, California," prepared by Rock Solid Engineering, Inc. for Terry Huntington Tydings, Project No. 20020, dated August 14, 2020.
- A geotechnical investigation titled "Geotechnical Investigation, Proposed Single Family Residence, 226 Highway 1 (Previously 244 #3 Highway 1), Carmel, California, APN: 241-182-003-000," prepare by Rock Solid Engineering, Inc. for Hal and Allison Johnson, Project No. 20020B, dated December 15, 2022.
- A set of architectural plans, Sheets A-0.1, Topographic Survey, A-1.1, A-1.2, A-1.2B, A-1.3, A-2.1, A-2.2, A-2.3, A-3.1, A-3.2, A-7.1, A-7.2, titled, "Johnson Residence, 226 Highway 1, Carmel, California, 93923," prepared by Eric Miller Architects, Inc., dated June 28, 2024.

- A set of civil sheets, Sheets C3 and C4, titled, "Grading Drainage, & Erosion Control Plan," prepared by Landset Engineers, Inc., dated June 2024.

Project Description

A single-family residence with an attached garage is planned on a flag lot situated on a steep granitic bluff between Highway 1 and the Pacific Ocean. The lot has previously had some minor grading to form a small, relatively level cut-fill building pad. The property is constrained by a steep, bedrock slope to the east, adjacent to Highway 1, a residential property to the south, a very steep bluff above a small cove to the west, and a vista point and steep coastal bluffs to the north.

Scope of Services

Our scope of services was presented in our agreement dated September 17, 2024, and includes a review of available information in our files and published documents, historical aerial photo review, site reconnaissance, review of the geologic and geotechnical investigations referenced above, identification of potential geologic, seismic and geotechnical impacts, drafting and report preparation. We also provided drone services to allow for observation of inaccessible vantage points.

General Information

In general, both the Easton Geology, Inc. (Easton) and Rock Solid Engineering, Inc. (Rock Solid) reports were prepared in an iterative and collaborative manner to describe the site. Background research of published reports, maps, and aerial photographs was conducted. Geologic mapping during the feasibility phase and final geologic investigative phases was done. Subsurface exploration via indirect (seismic refraction) and direct (hand augers, drilled borings and shafts) methods performed for the project are typically used for site characterization. Analysis of fault data from government and research sources (Petersen et al, WGCEP and California PHSA) and attenuation relationship models by PEER were used in seismic hazard analysis.

Exploration Methods

Geologic Mapping

Easton conducted geologic mapping of the site initially for the 2020 Easton geologic feasibility report. The surficial geologic mapping was plotted on large scale (1-inch = 1 foot) map sheet overlain on a basemap with a 1-foot contour interval prepared by Rasmussen Land Survey dated 2020. This Site Geologic Map is provided as Plate 1 of the 2020 report and identified the presence of three main geologic units on the site including fill (map symbol af), talus (Qt), and porphyritic granodiorite (Kgdp).

Later geologic mapping, depicted in Plate 1 of the 2022 Easton geologic investigation report identified two additional geologic units on the site including marine terrace deposits (Qcl) and old alluvium (Qoal). This later map expanded the extent of the fill and showed older alluvium in the autocourt area based on aerial photo interpretation. In addition, the map benefitted from data derived from later subsurface shaft excavations and seismic refraction surveys as shown on the newer map.

The 2022 geologic map shows a dashed line labeled as "top of bluff" which varied from Elevation 43.52 to 61.05 feet. Another dashed line labeled "estimated position of 100-year blufftop" is situated coincident with the western boundary of the estimated feasible building envelope from the Easton (2020) report and extends beyond to northwest and southeast.

The geologic mapping indicates various long and narrow fill and cut slopes presumably (according to the text) from early site grading from the 1960's as well as grading by Caltrans possibly as early as the 1930s. The site fill occupies two elongated lobes, which extend from Elevation 86 feet down to 75 feet, and is assumed to be undocumented, non-engineered soil. Some notes on the map indicate "thin sidecast fill," however the borings indicate between 1 and 3 ft in thickness at other locations. Outside of the eastern property line boundary, the Caltrans fill extends from the property boundary upslope at about a 2:1 (H:V) inclination to the edge of Highway and portions may be engineered. A culvert enters the site with no mapped drainage catchment from the Caltrans ROW near the intersection of the guardrail and wall.

Talus deposits are shown as a long, narrow geologic unit at the base of shallow cut slope within the building envelope. The map only indicates this as a recent unit and it is not described in the text with respect to its thickness or consistency. It is assumed to represent deposits that have accumulated from the raveling of the cut slope.

Marine terrace deposits are shown occupying the extreme southwest corner of the property, both above and below the top of the existing bluff. The geomorphology of the marine terraces are discussed in the text. Slightly older than the marine terraces is the old alluvium, which was mapped in two locations on the site geologic map based on an evaluation of air photos. Both of these locations lie within what Easton refers to as colluviated swales. One is an elongated surficial unit trending west and underlying the proposed autocourt. This unit is described as a sandy clay conglomerate in Shaft #1 and #3 where it was encountered. The other location is at the extreme northern boundary of the site and trends to the northwest as it extends beyond the site boundary. Both of these units have a queried geologic contact line, indicating uncertainty. Because of this, the contact lines extend either over the underlying bedrock in the northern location or under the overlying fill in the southwestern location.

Bedrock is shown occupying the steepest slopes just above the cove and then is exposed elsewhere on the site either in cut slope exposures or in outcrop. It is described as a porphyritic granodiorite on the 2020 site geologic map but the 2022 map removes the descriptor and labels it as granodiorite. The boring logs refer to the bedrock as quartz diorite. Structural attitude measurements (13) of bedrock joints are shown on the steep slopes below the top of bluff, along the margins of an arcuate scarp located at the northwest corner of the proposed deck and in outcrop or cut slopes within or adjacent to the feasible building envelope.

Seismic Refraction Surveys

Norcal Geophysical (Norcal) performed three seismic refraction lines on the site in the fall of 2022 along transects designated as SR-1, SR-2 and SR-3. Transects SR-1 and SR-2 generally followed topographic contour both through (SR-1) or just downslope (SR-2) of the feasible building envelope. SR-3 crosses the other two near the envelope and then extends downslope oblique to contour interval to a location offsite near the saddle. The seismic survey processing and interpretation benefitted from borehole data done previously that allowed for some correlation.

Norcal interpreted a relatively thick, low to medium P-wave (Vp) velocity zone in the SR-1, SR-2 and northeastern end of SR-3 transects below 5000 feet per second (fps) indicative of deeply to moderately weathered bedrock. The velocity increased with depth, presumably due to the low degree of weathering. This velocity zone thickened considerably (>25ft) in the downslope (SW) end of SR-3 as it approached the saddle.

Shaft Logging

Four hand-dug exploratory shafts were excavated at locations near the retaining wall proposed for the autocourt or adjacent to the building envelope. One (Shaft 4) was excavated adjacent to Boring B-4 to allow correlation of earth materials. The shafts allowed for direct observation of earth material contacts and geometries that could be missed in borings if not continually logged. The shaft logs describe all five lithologies shown on the geologic map and describe in relative detail the degrees of weathering, inclination of contact, shape and infilling of bedrock joints, and clast/matrix support relationships.

The shafts extended to depths as shallow as 9.25 feet (Shaft 2) and as deep as 12.5 feet (Shafts 1 and 3). Because they were hand excavated, they were limited to the weathering zone. There was a relatively sparse amount of bedrock joint attitudes measurements.

Borehole Logging

Four exploratory borings were drilled on the site using a track-mounted, solid-flight auger drilling rig, equipped with a Terzaghi split spoon sampler and either a 2-inch or 2.5-inch sampling capability. It seems that the borings were logged by both Easton Geology (GFE) and by Rock Solid (YW), as they are presented on different log templates. Of note, the Rock Solid borings describes refusal in "unweathered bedrock" at depths of between 10 and 18 feet, whereas the Easton borings described weathered granodiorite or sampler refusal. Easton describes colluvium at shallow depths consisting of sand with silt or sand with clay, which was not noted on the geologic mapping.

Two hand auger borings were drilled and logged by Rock Solid (JDB/GE) down to top of refusal on bedrock at less than a 5-foot depth.

Discussion

Several conclusions were drawn from the data collected using analysis common to standard of practice in engineering geology and geotechnical engineering. What follows is a discussion on the methodology used to develop these conclusions for various project components.

The Easton Feasibility Report (2020) was prepared to develop a geologically feasible building envelope and to establish a projected bluff setback line. The later Geologic Investigation (2022) provided more background on seismic sources and analysis.

Establishment of Seismic Inputs for Slope Stability Analysis

Easton in their feasibility report (2020) developed 3 geologic cross-sections and deterministically derived seismic shaking data and seismic coefficient (k) for use in slope stability analysis by Rock Solid. Easton considered triggering earthquake scenarios using the San Andreas and San Gregorio faults. The k value of 0.56 was based on ground acceleration of 0.85g generated from a Mw 7.3 earthquake event on the San Gregorio Fault, coupled with a

bluff height of 86 feet and estimated failure thickness of 34 feet. Their calculation also considered topographic amplification on slopes of approximately 45 degrees. The last input was the depiction of a geologically feasible building envelope shown on Plate 1 of that report. From this analysis, Easton reported that the Rock Solid slope stability analysis (2020) found the envelope to be both statically and seismically stable. Presumably from this analysis, the term "stable" reflects a factor of safety of 1.5 and 1.0 or higher for shallow rotational failure (block failure was not addressed) for static and seismic condition, respectively, and the project building limit was extended as much as 40 feet further seaward of the building envelope, as shown in later site plans by both Easton and Rock Solid.

The 2020 Geologic Investigation provided additional descriptions of how the seismic accelerations were derived and provided the results in Table 2 below. Easton did not perform in-situ measurement (e.g. shear wave velocities) or a site-specific response evaluation as part of their ground motion analysis.

TABLE 2
Faults, Earthquakes and Deterministic Seismic Shaking Data

Fault Segment(s)	Moment Magnitude of Characteristic or Maximum Earthquake (M_w)	Estimated Recurrence Interval (years)	Site Soil Classification	Distance from Site (km)	Estimated Mean Peak Ground Acceleration (g)	Estimated Mean + One Dispersion Ground Acceleration (g)
San Andreas (1906 rupture)	7.9	210	C Very Dense Soil / Soft Rock	52.5	0.12	0.22
Monterey Bay - Tularcitos	7.1	2,800		11.1	0.29	0.52
San Gregorio-Hosgri (Sur segment)	7.0	400		4.6	0.45	0.80

Determination of Bluff Setback Line

Easton characterized a "Projected 100-year Bluff Profile" of the steep slopes using geologic mapping and an assumption of a less than 1 foot per 10 year bluff retreat rate. It would appear that this rate is from a published reference (Scripps Institute of Oceanography, 2022) that does not provide a long-term data set that supports a higher or lower rate. Where the "Projected 100-year Bluff Profile" intersects the existing top of bluff represents where the bluff will be after 100 years and also forms the most seaward boundary of the envelope.

Easton provides schematic intersecting joint lines on all of the cross-sections, which presumably show the three primary joint sets. When measured along the axis of the cross-section they indicate apparent dips of 90° vertical, 35° East and 35° West. There is no discussion on these apparent dips, whether they represent the 3 joint sets measured at the face and how they were used to calculate the "Projected 100-year Bluff Profile". The only discussion of geologic structure is the following from the 2022 Geologic Investigation report. "The granodiorite underlying the subject site is highly jointed, with a dominant, steep, bluff parallel joint set controlling the orientation of the bluff face. Joint spacings were typically 6 to 12 inches apart in exposures we measured."

Slope Instability

Easton did address granodiorite stability in the following statement: "The highly jointed granitic bedrock underlying the subject area, however, may be prone to relatively shallow translational sliding where weak, adversely dipping joints or shears daylight on the slope, but again, we saw no evidence during our surface and subsurface investigation to support that a landslide potential exists within the less weathered granodiorite at depth. The overall configuration of the bedrock bluff is controlled by a dominant joint set trending parallel to the cove, and retreat typically results through wave action undercutting and intersecting a steeply dipping, bluff parallel joint surface"

These statements are qualitative and are not supported directly by kinematic analysis such as stereonet evaluations to determine weighting of contributing joint sets, orientation and methods of failure (toppling, wedge or planar).

Conclusions

The Easton Report (2022) has several conclusions, that include the following key statements:

- "The primary geologic concerns for the site are slope stability, long-term coastal erosion, and seismic shaking".
- "Notwithstanding the inherent weaknesses and discontinuities in the areal bedrock, the granodiorite is strong and very erosion resistant. Our subsurface exploration and field reconnaissance determined that the proposed development area is underlain by surficial fill, colluvium and highly weathered granodiorite that becomes stronger and less weathered with depth. Planes of weakness such as joints, shears and inactive faults control the overall configuration of the very slowly retreating bluff face."
- "The very steep bluff-face below the proposed development area is prone to instability resulting from slow, gradual coastal erosion and periodic regional earthquakes. The long-term average erosion rate at the site is less than one foot in 10 years."
- "The site is located in an area of high seismic activity and will be subject to strong seismic shaking in the future."

The Rock Solid report (2022) has several general conclusions, that include the following key statements:

- "Based on the results of our investigation, it is our opinion that from the geotechnical standpoint, the subject site will be suitable for the proposed development provided the recommendations presented herein and in the Geologic Investigation are implemented during grading and construction."
- "Based on our discussions with the design build contractor, the proposed residence and GRS walls will be supported on a foundation system composed of micropiles. Recommendations for this foundation system are provided in Section 5.3, Foundations."

- "The residence will be set into the slope with the lower level retained on the east side and daylighting to grade on the west side. Retaining walls that are integral with the residence are addressed in Section 5.5.2."

- "The project will require fill at the proposed auto-court to reach design grades. The fill wall is anticipated to be a geosythetically reinforced soil (GRS) wall. Recommendations for GRS walls are presented in Section 5.5.3."

- "The project will also include retaining walls for the cut on the northeast side of the parcel. Due to the depth of the required cuts at or near the property lines, the cut wall is anticipated to be supported by rock bolts. Recommendations for cut walls are presented in Section 5.5.4."

- "Existing fill was encountered on the west side of the existing graded pad. The fill appears to be native soil that was excavated from the east side of the graded pad. The fill is loose and appears to have been placed without engineering control. The fill should not be counted on for support of structure or improvements."

Our comments and critiques of the conclusions reached by these reports are noted below.

1. Easton does not adequately characterize three geologic features which appear to represent either active or potentially active landslides, as summarized below.

   a. A deposit of Qoal is located beneath the proposed autocourt and also downslope of the southeastern end of the proposed residence as shown on the Easton geologic map. This elongated deposit appears to occupy a sloping swale surface that steepens towards the face of the slope as shown in geologic cross-section D-D.' It would appear that this deposit might be a landslide. The unsupported toe of this deposit is shown as Feature "A" in the attached photo.

   b. Along the bottom of the steep slope is an exposure in the granodiorite that shows the intersection of 3 primary joint sets. At this location is a feature that appears to be a potential wedge failure with green moss indicative of seepage (see Feature "B" in the attached photo). Other areas, and potentially those covered by vegetation are indicative of potentially similar rock failure conditions.

   c. The geologic map shows a headscarp near the northwest corner of the residence deck. The map indicates an 8' vertical joint-bounded scarp at this location with 5 joint attitudes showing random strikes and moderate to steep dips of between 52° and 81° in the granodiorite. Given the other observed joint sets in cliff exposure during our reconnaissance, this scarp (Feature "C" in the attached photo) represents an active slope instability condition.

2. Easton needs to describe in detail how the base of the "Projected 100-year Bluff Profile" was chosen for the initial 3 cross-sections in the Feasibility Report and the final 5 cross-sections in the Easton Geologic Report. Specifically, describe the basis for the lowermost beginning point and the angle of projection towards the top of bluff of the line. Also explain how this appears to be the same geometry on all 5 profiles, given the presence of a bedrock scarp in A-A', deposits of Qoal on the face of D-D', and a pocket of Qcl in E-E'.

3. Easton needs to provide more discussion and defense of their initial position whereby development seaward of the "geologically feasible building envelope" must not rely on support from material above the projected bluff profile (as depicted on the cross-sections in the 2020 Feasibility Report) yet later development is allowed seaward of the envelope based exclusively on acceptance via a Factor of Safety of 1.0 in the worst case. Justifying this shifting of the allowable development seaward strictly because of retaining wall and foundation elements being embedded into the underlying competent bedrock is not warranted and conflicts with Monterey County guidance on allowable building on slopes exceeding 30°.

4. Easton needs to describe why a kinematic analysis was not performed on this project. Structural attitudes were measured from cut slopes and outcrops at various locations in the study area. While recognizing that access to measurement points is limited due to the steepness of the slopes, there are other methods for obtaining bedrock joints and shears. These include terrestrial LiDAR to develop point clouds as well as line surveys along the face of the toe of slope from a boat or kayak.

   Relying entirely on surface measurements does not account for anisotropic variability. Therefore, obtaining structural measurements from boreholes is also needed to complement the surface surveys. Downhole televiewer methods (video or acoustic) allow for collection of data with depth. Both methods can provide useful structural data to be used in kinematic analysis that can show the types of failure that may occur on the project site. Easton described in the 2022 Geologic Report that due to access limitations hand dug shafts were substituted for drill holes along the autocourt retaining wall. These shafts only penetrated weathered bedrock and do not provide nearly enough structural data of less weathered bedrock to conduct the required analysis. Based on our reconnaissance, other portions of the site close to the setback line could be accessed by track mounted drill rigs capable of advancing wireline diamond coring tools with accompanying downhole televiewer tools. Should future rock coring be utilized on this site, there needs to be consistency on the borehole logs with respect to the degree of bedrock weathering.

5. Slope stability analysis was performed previously by Rock Solid (2020) in their Preliminary Geotechnical Investigation report. The results of this analysis were referenced in their final geotechnical report, but not modified. The slope stability analysis performed included analysis of potential rotational failures in the soils and weathered granite above the fresher granite at depth. While it seems worthwhile to check this potential failure mechanism, it does not appear to be the primary mechanism for instability of the bluff. As described in the corresponding geologic report (Easton, 2022), "Planes of weakness such as joints, shears, and inactive faults control the overall configuration of the very slowly retreating bluff-face." In our opinion, it would be important to the design of the foundation to analyze this potential failure mechanism (i.e. block failure along joints) to further understand what forces may act on a "seaward" pile foundation extending to below the projected 100-year bluff profile line. These forces may exceed those recommended for design (see Comment 6 below).

6. For design of micropiles (to be designed by others), Rock Solid has recommended an active earth pressure of 30 psf/ft, acting on a plane which is 1½ times the shaft diameter. Active earth pressures assume that a pile is free to deflect to achieve active earth pressures. However, the micropiles will likely be designed to resist lateral movement (i.e. with battered piles) and be relatively stiff, as well as restrained at the base of the residence. Therefore, it seems likely that the planned micropiles should be designed (at a minimum [see Comment 7]), for earth pressures closer to at-rest earth pressures. Earth pressures should be

considered over up to 3 pile diameters based on materials, micropile spacing, geometry, and other factors.

7. Once design forces on a potential micropile foundation is determined, a design-builder should also consider potential deflections of the structure, static and seismic, in their analysis. Most testing has shown that micropiles provide little lateral resistance in bending, and the lateral forces should be resisted by tensile and compressive axial forces in varying battered piles. The consideration of these factors and potential increased forces in design based on further kinematic and slope stability analysis, may likely make micropiles infeasible.

8. Rock bolts are to be designed to retain significant cuts into the granitic slope near the property line. It is recognized in the geotechnical report that an easement will be required where rock bolts will extend onto Caltrans right-of-way. In addition, walls along the east side of the property, or the east side of the easement to the property, where a failure could potentially affect Caltrans property or facilities, will likely have to be submitted to Caltrans for review prior to approval. Further, any drainage culverts including the one previously mentioned entering the property from the upslope area will need to have adequate catchment and disposal away from the building areas.

9. For seismic earth pressures, Rock Solid recommended a resultant acting at 0.6H above the base of the wall. Current research shows that a resultant acting at 0.33H is more representative of the location of the resultant of seismic earth pressures (Lew, M., Sitar, N., Al-Atik, L., Pourzanjani, M., and Hudson, M. B. [2010]).

10. The geotechnical report indicates that development west (i.e. seaward) of the 100-year blufftop will require deep foundations. However, it is unclear if deep foundations are required for the entire foundation system in this case. The report also mentions both slabs-on-grade and structural slabs supported by micropiles for the residence. Again, it is unclear what the final intent is. In our opinion, it would be prudent to uniformly support the residence on one foundation system type, and one slab system, or that it be further explained in the report. In our opinion, it does not seem prudent to have half the residence pile supported with structural slabs, and half with a different foundation system with slab-on-grade floors.

Closure

This review of reports and plans has been prepared for the sole use of Rutan and Tucker, LLP in accordance with generally accepted geotechnical engineering principles and practices in the San Francisco Bay Area at this time. No warranties are either expressed or implied.

Should you have any questions, or if we may be of further service, please contact us at your convenience.

Sincerely,
Cornerstone Earth Group, Inc.

Erin L. Steiner, P.E., G.E.
Senior Principal Engineer

REGISTERED PROFESSIONAL ENGINEER
ERIN L. STEINER
No. 2910
6/30/2026
GEOTECHNICAL
STATE OF CALIFORNIA

William H. Godwin, CEG
Senior Engineering Geologist

REGISTERED GEOLOGIST
WILLIAM H. GODWIN
Exp: 9/30/26
No. 2199
CERTIFIED
ENGINEERING
GEOLOGIST
STATE OF CALIFORNIA

ELS:WHG:CBB

Copies: Addressee (1 by email)

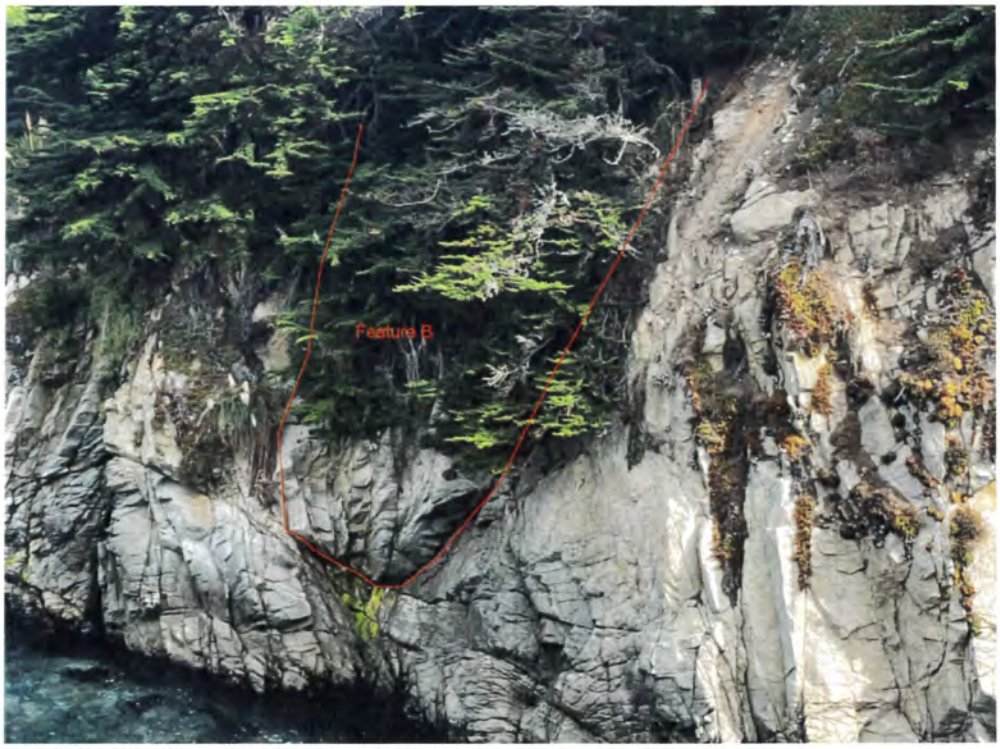
Attachments: Photographs (Feature A through Feature C)

CORNERSTONE EARTH GROUP

Photographs



Feature A – A deposit of Qoal.



Feature B – Potential Wedge Failure.



Feature C – Location of headscarp.

PLN210061

August, 2024
Rutan & Tucker
LLP Comments
-HCD-Planning

Friedrich, Michele

From: Bennett, Brooke <bbennett@rutan.com>
Sent: Monday, August 12, 2024 1:06 PM
To: ceqacomments; Angelo, Philip
Cc: breylen.ammen@coastal.ca.gov; Katie.Butler@coastal.ca.gov; alan.kwong@dot.ca.gov; Francois, Matthew
Subject: Johnson Hal W Jr. & Allison H; File No. PLN210061
Attachments: 2024 0812 M. Francois Letter to P. Angelo Re_ Johnson Hal W Jr. _ Allison H_ File No. PLN210061.pdf

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Good afternoon,

Attached please find correspondence from Matt Francois in regards to the above-referenced matter.

Please feel free to contact our office with any questions or concerns.

RECEIVED
MONTEREY COUNTY
AUG 12 2024
HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

Thank you,

Brooke Bennett
Legal Assistant
Five Palo Alto Square, 3000 El Camino Real, Ste. 200 | Palo Alto, CA 94306
O. (650) 320-1500 | D.
bbennett@rutan.com | www.rutan.com
RUTAN
RUTAN & TUCKER, LLP

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PLN210061

RUTAN
RUTAN & TUCKER, LLP

Matthew D. Francois
Direct Dial: (650) 798-5669
E-mail: mfrancois@rutan.com

RECEIVED
MONTEREY COUNTY
AUG 12 2024
HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

August 12, 2024

VIA EMAIL [CEQAcomments@countyofmonterey.gov; AngeloP@countyofmonterey.gov]

County of Monterey
Housing & Community Development
Attn: Philip Angelo
1441 Schilling Pl. South 2nd Floor
Salinas, CA 93901

Re: Johnson Hal W Jr. & Allison H; File No. PLN210061

Dear Mr. Angelo:

We write on behalf of our client, the "Owner" of a single-family residence located at 230 Highway 1, to provide comments on the Mitigated Negative Declaration ("MND") prepared by the County of Monterey ("County") for the proposed residential development at 226 Highway 1 (the "Project"). As you know, the Project is proposed to be developed within a key coastal viewshed a mere few feet from a steeply sloped costal cliff.[1] Similar to the concerns previously raised by Coastal Commission Staff, Owner has serious concerns with the Project's environmental impacts and conflicts with key Coastal Act policies pertaining to geological hazards and visual resources. In order to conform with these policies and avoid significant environmental impacts, the Project, at minimum, needs to be re-sited within and landward (not seaward) of the geologically feasible building envelope. We urge the County to address these serious concerns prior to proceeding with further consideration of the Project.

1. Background

Hal and Allison Johnson, the owners of an approximately 0.63 acre parcel of land located at 226 Highway 1, Assessor's Parcel No. 241-182-003-000 (the "Property"), have submitted an application to the County of Monterey ("County") for a combined development permit to develop the Property with a nearly 5,000 square foot single family residence and associated site improvements. The Property is located within the Coastal Zone, immediately east of the Pacific Ocean and south of a vista point off of Highway 1.

[1] Figure 5 (Project Elevation Profile) of the MND shows how the majority of the Project extends beyond the geologic setback line, protruding over the steep coastal cliff face. A copy of this figure is attached hereto as Exhibit A.

The Project requires a coastal development permit ("CDP") to allow: (1) development within 50 feet of a steep coastal bluff (with slopes exceeding 200%); (2) 6,758 square feet of development on slopes in excess of 30%; (3) removal of 6 trees, including 5 Monterey Cypress (4 of which are landmark trees), and 1 Monterey Pine;[2] and (4) development within 750 feet of known archaeological resources. All of these approvals would be appealable to the California Coastal Commission. (MND, p. 13.)

Further, the Project requires variances from required setbacks, specifically for the front setback parallel to Highway 1 from 30 feet to 20 feet and the front flag lot setback along the southern property line from 30 feet to 2 feet. The variances are needed to construct a 21 foot tall faux rock retaining wall and emergency fire access stairway in the southeast corner of the site.[3] The retaining wall is taller in height than the height of the proposed Project home measured from grade.

Grading of the Project site would involve excavation of approximately 2,305 cubic yards of cut soil and approximately 355 cubic yards of fill, with approximately 1,950 cubic yards hauled off-site for disposal. The proposed construction management plan relies on construction vehicle staging on the shoulder of Highway 1, which would require an encroachment permit from Caltrans.

Access to the Property would be provided from a private drive off of Highway 1 and through a currently unimproved access easement over Owner's property and immediately adjacent to their home. This access easement is unimproved, consisting of dirt and grass. (*See* photos attached hereto as Exhibit B.)

Water service would be provided from the Highway 1 Water Distribution System No. 12, an existing system designed to serve the Property, Owner's property, and a third property immediately south of Owner's property. The Project applicant would be responsible for obtaining permits for upgrading the existing water treatment system.

Sewer service would be provided through a mixed system. Sewer solid waste would be collected in a septic tank on the Property and disposed of by truck. For effluent disposal, the Project would install an ejector pump and 2 inch diameter force main sewer line traveling through the access easement to a private sewer line owned by the Highland Point Sewer Association, which connects to the Carmel Area Wastewater District ("CAWD") water system. The MND states that the Project applicant will need to secure permission from the property owners served by the Highlands Point Association, including Owner, to connect into the shared

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[2] In addition, an Acacia tree is proposed for removal.

[3] The MND does not appear to consider the impacts of excavation needed for the installation of this wall on the adjacent Highway 1 right-of-way.

private system, and that a coastal development permit will not issue until the Project applicant has received proof of such permission. (MND, pp. 89, 93.)

2. The Project should be revised to conform with key policies concerning geological hazards and re-sited to be located within and landward (NOT seaward) of the geologically feasible building envelope.

The Project conflicts with multiple policies of the Carmel Area Land Use Plan ("LUP") and the Monterey County Coastal Implementation Plan ("CIP") pertaining to geologic hazards that were adopted for the purpose of avoiding or mitigating significant environmental effects.[4]

LUP Section 2.7.4.1 states that "[a]ll development shall be sited and designed to conform to site topography and minimize grading and other site preparation activities." To ensure protection of the Carmel area's scenic resources, buildings located on slopes shall be sufficiently set back from the frontal face. (CIP § 20.146.030.C.1.) In general, development shall not be located on slopes of 30 percent or greater.[5] (*Id.*; LUP § 2.2.4.10.a.) CIP Section 20.146.120.A.6 likewise requires that all parts of a parcel with slopes of 30 percent and greater shall be required to be placed in a scenic easement.

Further, all development must be "sited and designed to minimize risk from geologic, flood, or fire hazards," and "areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development." (LUP § 2.7.3.1; *accord*, CIP § 20.146.080.) For any development proposed in high hazard areas, an environmental or geotechnical report shall be prepared demonstrating compliance with specified policies and associated mitigation measures. (LUP § 2.7.4.3; CIP § 20.146.080.)

Revetments, seawalls, retaining walls and other such construction that alters natural shoreline processes "shall be permitted only where required for the protection of existing development" and "shall respect, to the greatest degree possible, natural landform and visual appearance." (LUP § 2.7.4.10 [emphasis added].)

The MND states the reported "geological concerns" for the site as slope instability, long-term coastal erosion, and seismic shaking. (MND, p. 55.) The MND does not identify this as an impact, as required by CEQA. (*See*, *e.g.*, Pub. Res. Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) And the MND fails to impose any mitigation of this impact, as also required

---

[4] Together the LUP and CIP comprise the County's Local Coastal Program ("LCP"). All coastal development permits must be consistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

[5] An exception can be granted but only if there is no alternative which would allow development to occur on slopes of less than 30 percent or the proposed development better achieves the resource protection objectives and policies of the LCP. (CIP § 20.146.030.C.1.a.)

by CEQA. (*Id.*) Indicating that a condition will be imposed to comply with the recommendation of the geotechnical report is not the same as imposing a binding and enforceable CEQA mitigation measure. The same comments about the failure to identify impacts and mitigation apply to the analysis of ground shaking on MND page 56, the analysis of bluff erosion on MND pages 57 to 58, the analysis of landslides on MND page 60, the analysis of drainage on MND pages 60 to 61, and the analysis of paleontological resources on MND page 61.

In regard to coastal bluff erosion, the MND cites to figures showing the geologically feasible envelope.[6] While some of the proposed Project is within this envelope, "much of the residence is seaward of it." (MND, p. 57.) Instead of moving the Project to landward of the geologically feasible envelope, the MND cites to the geotechnical report's recommendation to install a micro-pile foundation below the 100-year anticipated bluff profile. (MND, p. 57.) Although clearly needed to mitigate a significant environmental impact to bluff erosion, the MND does not identify an impact or require that this recommendation be adhered to as an enforceable mitigation measure. The MND fails to comply with CEQA in this regard. (CEQA Guidelines § 15070 [agency can rely on MND only if mitigation measures are imposed that would mitigate significant environmental impacts to the point where no significant environmental impacts would occur]; Public Resources Code §21064.5 [same].)

While not included in the MND, the Project grading plans show the estimated position of the 100 year blufftop. (See Exhibit C.) It runs through most of the Project home. And this projection does not appear to be based on conservative sea level rise projections, but rather aerial photographs of the site dating back to 1929. (MND, p. 57). The applicant will not be able to armor the bluff to protect the development, because it is new and not "existing development." (LUP § 2.7.4.10.) So the County is taking the extreme measure of incorporating a condition requiring that development be re-evaluated and removed if/when it becomes threatened by coastal hazards, such as bluff erosion. (MND, p. 58.)

This is a dangerous and risk-prone development that is not being designed to reflect the highly-constrained nature of the site. In its comments on the Project application, Coastal Commission Staff states that the Project is proposed "adjacent to a steep descending coastal bluff in a high erosion hazard area" with the western footprint of the building appearing to be within five feet of the top of the bluff edge on highly erodible soil. (*See* October 21, 2021 email from Alexandra McCoy to Philip Angelo.) Commission Staff recommends moving the Project away from the bluff and towards Highway 1 as much as possible in order to minimize impacts from coastal hazards and states that the lower level should be reduced in order to provide a stair-stepped foundation that would require less grading. (*Id.*) County Staff too advised the applicant to move the Project "as far away as possible" from the bluff edge and closer to Highway 1. (See October 21, 2021 letter from Philip Angelo to Carla Hashimoto.)

[6] The cross-references to the figures on page 57 of the MND are not accurate. The same comment applies to the figures cited on page 89 of the MND.

The building footprint could easily be shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff. This redesign would have the benefit of avoiding removal of protected Monterey Cypress and other trees.

The MND states that there are no indications of previous landslides in the area. (MND, p. 60.) That is not accurate. A significant slide occurred just south and west of the Project site at 255 Highway 1. (*See* photos attached hereto as Exhibit D.) Coastal Planner Breylen Ammen referenced this slide in her October 24, 2022 email to County Staff, noting that "[r]ecently a landslide occurred on [an] adjacent lot after unpermitted tree removal."

Further, the MND does not analyze the feasibility of soils for the sewer tank. Instead, it assumes the soils would be suitable since there is no indication that they would not be. (MND, p. 61.) Section 20.146.050.E.3.c prohibits new on-site waste disposal systems on slopes exceeding 30 percent. The MND should have included an analysis of this key Project component, including how it conforms to the above-referenced policy, but did not. (*Cf. Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [environmental impact report required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

3. The Project Description fails to describe or analyze key Project components.

CEQA forbids piecemeal review of the significant environmental impacts of a project. (*Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344, 1358.) Rather, CEQA mandates that "environmental considerations do not become submerged by chopping a large project into many little ones—each with a minimal potential impact on the environment—which cumulatively may have disastrous consequences." (*Bozung v. Local Agency Formation Commission* (1975) 13 Cal.3d 263, 283-284.) "Improper piecemealing occurs when the purpose of the reviewed project is to be the first step toward future development or when the reviewed project legally compels or practically presumes completion of another project." (*East Sacramento Partnerships for a Livable City v. City of Sacramento* (2016) 5 Cal.App.5th 281, 293.)

In light of the prohibition on piecemealing, the CEQA Guidelines define "project" broadly as the "whole of an action" which has a potential for resulting in a physical change in the environment. (CEQA Guidelines § 15378(a); *see also* MND, p. 20 [noting that the MND "must take into account the whole action involved, including offsite as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts."]) Courts have construed this to mean that an environmental impact report ("EIR") or MND must examine all relevant parts of a project, including future expansion or later phases of a project that will foreseeably result from project approval. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376 [EIR that analyzed only partial

occupancy of a building by a university lab was invalid for failing to analyze the reasonably foreseeable occupancy of the entire building by the lab].)

It is well settled that a CEQA document must examine the impacts of utilities and other infrastructure that will be constructed to serve the Project. In *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, the court struck down an environmental impact report that did not include an analysis of the construction of sewer lines and expansion of a wastewater treatment plant designed to serve the project. In *Santiago County Water District v. County of Orange* (1981) 118 Cal.App.3d 818, an EIR for a sand and gravel mine was found to be inadequate for failing to describe or analyze the construction of water pipelines that would be needed for mining operations. In *Tuolumne County Citizens for Responsible Growth, Inc. v. City of Sonora* (2007) 155 Cal.App.4th 1214, the court ruled that a proposed home improvement center and the realignment of a road were part of a single project because the home improvement center could not be completed and opened without the realigned road.

Here, the MND fails to consider the impacts of necessary roadway, storm drain, and water treatment system improvements. These necessary infrastructure components of the Project cannot be segmented from the Project. Instead, they must be included in the CEQA review for the Project, but were not.

The MND omits any discussion whatsoever of the necessary roadway improvements that will be needed to access the Property. The Property is currently served by an unimproved dirt and grass road. (*See* photos attached hereto as Exhibit B.) A dirt road is not adequate to serve the Property, including emergency vehicles, fire trucks, and service trucks for the septic tank. (*See* CIP § 20.146.120.A.1.c [new development is permitted only if access roads are constructed to "meet minimum County standards"].) There is no discussion or consideration whatsoever of the necessary roadway improvements and associated infrastructure (e.g., retaining walls) that would be needed to safely access the Property. Likewise, there has been no evaluation or discussion of the potential impacts of the Project's roadway improvements on critical infrastructure supporting Owner's property, including a retaining wall anchored with soil nails. This major omission alone prevents the MND from serving its purpose of informing the County and the public of the environmental impacts of the Project.

The MND also fails to describe and analyze the Project's stormwater system. Controlling drainage is necessary to prevent erosion, which impacts bluff stability. (MND, p. 60.) Yet, this critical issue is being deferred to the post-entitlement phase where it will be reviewed in connection with "ministerial review of grading and building permits." (MND, p. 61.) Omission of this key Project component fails to comply with CEQA. It also fails to comply with CIP Section 20.146.050.E.4.b which requires that an Erosion Control Plan be submitted and approved by the Planning Department prior to the application being deemed complete.

The Project includes significant improvements to a centralized water treatment system. (MND, p. 88.) The water treatment system would include filtration and treatment for iron, manganese, fluoride, and water acidity. (*Id.*) While described in the Utilities and Service Systems section of the MND, the impacts of this off-site Project component are not analyzed anywhere in the MND.

For the reasons stated above, the MND likewise does not provide an accurate, stable, and finite project description, as required by CEQA in order to analyze a project's environmental impacts. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193; *San Joaquin Raptor/Wildlife Rescue Ctr. v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 730; *Sierra Club v. City of Orange* (2008) 163 Cal.App.4th 523, 533. Additionally, an environmental document's project description, and the accompanying analysis, must be consistent throughout the document. If the project description is inconsistent, these shifts prevent the CEQA document from serving as a vehicle for intelligent public participation in the decision-making process. (*San Joaquin Raptor Rescue Ctr. v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 80; *Citizens for a Sustainable Treasure Island v. City & County of San Francisco* (2014) 227 Cal.App.4th 1036, 1052.)

In addition to failing to incorporate key utility infrastructure into the project description, the MND is inconsistent with respect to the Project construction schedule. On page 9, the construction period is 24 months, but on the next page it is described as 12 months. It is unclear what period of time was actually assumed and used in the environmental analysis.

4. An EIR must be prepared due to a fair argument of significant environmental impacts.

An agency must prepare an EIR and cannot legally rely on an MND if there is a fair argument that the Project may result in significant environmental impacts. (Public Resource Code § 21151; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75; *Friends of "B" Street v. City of Hayward* (1980) 106 Cal.App.3d 988, 1002.) Here, there is a fair argument that the Project may result in significant impacts to multiple environmental resources. As such, an EIR must be prepared before the County can legally consider and act on the Project. An EIR is particularly warranted because the Project conflicts with multiple policies of the LUP and CIP that were adopted for the purpose of avoiding or mitigating significant environmental effects.

a. Aesthetics

The Property is situated within the Highway 1 Viewshed and directly visible from a popular pull-out lookout to the north of the site. (*See* LUP, Map A-Carmel Area Local Coastal

Program General Viewshed.)[7] All development within this viewshed "must harmonize [with] and be clearly subordinate to the natural scenic character of the area." (LUP §§ 2.2.2, 2.2.3.3, 2.2.3.4, 2.2.3.6; CIP § 20.146.030.C.1 and C.4.) Existing visual access from scenic viewing corridors and major public view points "shall be permanently protected" for visitors and residents alike. (CIP § 20.146.130.E.5.e; *see also* LUP § 5.3.3.4.c [specifying that structures and landscaping placed on land on the west side of Highway 1 "shall be sited and designed to retain public views of the shoreline from Highway 1 and roads seaward of the Highway."].)

Specifically, new development "within the public viewshed shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible." (CIP § 20.146.030.C.4 [emphasis added]; *accord*, LUP § 2.2.3.3.) CIP Section 20.146.120.A.1 further specifies that new development south of the Carmel River shall be permitted only if various criteria can be "fully met," including that the structure is located outside the public viewshed.

Additionally, structures must be located and designed to minimize tree removal and grading for the building site and access road. (LUP § 2.2.3.7.) LUP Section 2.2.4.10.e states that "[e]xisting trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] [emphasis added].)

Modification of plans, including siting, shall be required to comply with the above visual policies. (LUP § 2.2.3.6.) "The height and bulk of buildings shall be modified as necessary to protect the viewshed." (CIP § 20.146.030.C.1.)

The MND acknowledges that the Project is visible from motorists on Highway 1 and the scenic overlook/vista point. (MND, pp. 22, 26 [Figure 8], 27 [Figure 9], and 28.) The MND claims that there is no significant aesthetic impact because, among others, the structure will be screened by the planting of 3 new trees and because other development is visible. (MND, pp. 22, 27.) But the LUP requires that new development not be visible under existing conditions. (LUP § 2.2.3.3.; CIP § 20.146.030.C.4.) The Project plainly does not comply with these policies.[8]

The MND also states that the removal of 7 trees (including 4 landmark Monterey Cypress trees) is not significant because they are not visible from the highway. That is not shown by any visual simulations in the MND. Coastal Commission Staff expressed concern that removal of

---

[7] (*See also* CIP § 20.146.020.Z [defining "public viewshed" as "those areas visible from major public viewing areas such as . . . Highway 1 Corridor and turn-outs . . .."].)

[8] Also, it is not clear whether these simulations represent the current proposed Project plans or were based on prior Project plans for which staking and flagging was done. If they do not represent current Project plans, new simulations based on new staking and flagging need to be conducted and the MND needs to be recirculated for review and comment. (CIP § 20.146.030.A.1.)

the trees would exacerbate impacts from the public viewshed. (*See* October 24, 2022 email from Breylen Ammen to Philip Angelo.) Photos of the trees to be removed to accommodate the western extension of the home extending over the steep, descending coastal bluff are attached hereto as Exhibit E.

In accordance with LUP Section 2.2.4.10.e, existing trees are to be "retained to the maximum extent possible . . .." If the Project building footprint were shifted landward to the east (i.e., where a courtyard is currently planned) and onto the geologically feasible building envelope, as urged by Coastal Commission Staff, it would avoid removal of all Monterey Cypress and Monterey Pine trees. (*See* Project Plans, Sheet A-1.1.) For instance, in her October 14, 2021 email to County Staff, Coastal Planner Alexandra McCoy recommends that "the structure be sited towards highway 1 as much as possible . . . and that existing trees be retained as much as possible and that the property be landscaped with native, non-invasive plants such that they would screen the development from the highway and adjacent overlook."

b. Biological Resources

The MND acknowledges that removal of 5 Monterey Cypress trees and 1 Monterey pine tree, which are special-status species, would be a significant environmental impact. (MND, p. 38.) The MND similarly concludes that the Project would result in substantial adverse effects to nesting bird species. (*Id.*) The MND states that these impacts are not significant due to conditions of approval that will be imposed later. (*Id.*)

After acknowledging significant impacts, the MND was required to include binding, enforceable mitigation measures detailing how the impacts would be reduced to a less than significant level. (Pub. Resources Code §§ 21002, 21064.5; CEQA Guidelines §§ 15070, 15071.) The MND lacks such information and fails to comply with CEQA. At minimum, the MND must be recirculated with the mitigation measures clearly specified and included for public review. (CEQA Guidelines § 15073.5.)

Further, as noted above, removal of the special status Monterey Cypress and Monterey Pine trees can be avoided. Thus, the Project fails to comply with relevant policies of the LCP. (*See* LUP § 2.2.4.10.e ["Existing trees and other native vegetation should be retained to the maximum extent possible both during the construction process and after the development is completed."] and CIP § 20.146.030.D.1 [prohibits the removal of landmark trees, except where a finding can be made that no alternatives exist where the tree removal can be avoided].) Four of the Monterey Cypress are landmark trees. It appears that removal of all these protected trees can be avoided by shifting the building footprint to the east, on to the geologically feasible building envelope. Thus, alternative do exist where tree removal can be avoided.

c. Cultural Resources

The MND acknowledges that the proposed Project sewer line traverses a mapped archaeological resource. (MND, p. 43.) The resource is comprised of a large precontact shell midden measuring approximately 75 by 32 meters. (*Id.*) The resource is a possible late period coastal gathering site. (*Id.*)

The MND acknowledges that the Project may result in a significant impact to this unique archaeologic resource. (MND, pp. 45-46.) In response, Mitigation Measure CUL-4 requires that a qualified archaeologist prepare an archeological mitigation plan. The goals of the plan are to, "avoid disturbance of resources to the extent feasible, document any unique archaeological resources which would be directly impacted by construction activities, and ensure that the recommendations of the Tribal Cultural Monitor are considered." (MND, p. 49.) Avoidance shall be considered infeasible "if re-design would preclude developing the site with a single-family residence and associated utilities entirely, or result in a reduction of square footage of 10% of the single-family dwelling and attached garage." (MND, p. 50.)

Mitigation Measure CUL-4 conflicts with CIP Section 20.146.090.D.3 which requires that the Project "avoid impacts" to archeological resources. Mitigation Measure CUL-4 also fails to comply with CEQA. CEQA Guidelines Section 15126.4 prohibits the deferral of mitigation measures. The only exceptions are when it is not practical or feasible to include those details during the project's CEQA review and the agency (1) commits itself to the mitigation, (2) adopts the specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard. Here, the MND does not explain how or why it is not practical/feasible to prepare the archaeological mitigation plan now. Further, Mitigation Measure CUL-4 lacks specific performance standards and fails to specify the actions that would achieve any such standard. In a substantially similar case, the First Appellate District ruled that a mitigation measure that required avoiding an impact to the extent feasible without restricting development potential failed to comply with CEQA's requirement for a clear, objective performance standard. (*East Oakland Stadium Alliance v. City of Oakland* (2023) 89 Cal.App.5th 1226, 1274.)

Mitigation Measure CUL-2 requires an archaeological monitor for any earthwork within 50 feet of the unique archaeological resource. (MND, p. 47.) But the MND later states that the exact location of this resource is not known, and the County did not require further sub-surface investigations despite requests from tribal representative to do so. (MND, pp. 96, 86.) Thus, there is no assurance that this mitigation will avoid or minimize the impact, as stated and as required by CEQA.

d. Geology

The Project's potentially significant impacts to geology and soils are detailed in Section 2, *supra*.

e. Greenhouse Gas Emissions

Contrary to CEQA Guidelines Section 15064.4 and controlling case law, the MND fails to quantify the Project's greenhouse gas emissions or rely on a qualitative analysis or performance based standards. (*Mission Bay Alliance v. Office of Community Investment & Infrastructure* (2016) 6 Cal.App.5th 160.) While the impacts are likely less than significant, the required analysis still must be performed.

f. Hazards

As yet another example of the extremely constrained nature of the site, the MND notes that the Project includes an emergency fire access stairway along the eastern property line parallel to Highway 1 to allow emergency evacuation or secondary access to the site for emergency responders. (MND, pp. 64, 82) The MND fails to explain how a staircase would serve as a functional secondary access to the site for emergency responders. The MND also states that a fire originating upslope would likely travel east to west and away from the Project site. (MND, pp. 65, 95.) It is unclear why this is or would be the case.

g. Hydrology

The Project adds 8,435 square feet of impervious surfaces to the Project site. (MND, p. 68.) As noted previously, the MND contains no detailed description or analysis of the Project's storm drain system. Yet, the MND claims that it "would capture runoff from structures and impervious surfaces in catch basins it toward [sic] dispersion trenches where water would infiltrate into the soil." (MND, p. 68.) On page 89, the MND states the dispersion trenches would be located along the western property line, where captured runoff would percolate into the ground. The western property line is the steep, eroding cliff bluff. Contrary to the MND's findings, this system would likely result in significant, unmitigated impacts to erosion and flooding.

h. Land use

The Property is located between Highway 1 and the Pacific Ocean. Key policies in the LCP emphasize protection of visual resources and minimizing risks associated with geologic hazards. As detailed above, there is a fair argument that the Project conflicts with policies in the LCP that were adopted for the purpose of avoiding or mitigating an environmental impact. As

such, an EIR is needed. (*Cf. Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903 [EIR required due to fair argument of significant impacts related to project's inconsistency with specified land use policies].) Additionally, the Project, as currently designed cannot be approved because it is inconsistent with the LCP. (LUP § 6.2.1.B; Pub. Res. Code § 30603(b).)

i. Noise

The MND states that construction would be allowed on Saturdays, which is not requested in the applicant's construction management plan. (MND, p. 76.) Please confirm that these extended construction hours comply with County Code.

In its comments on the Project application, County Staff registered concerns about the Project's deep piers causing major groundborne vibration. But there is no analysis of the vibration impacts in the MND on neighboring properties, including Owner's property, even though the Project proposes to use the access road immediately adjacent to said property and requests a variance to install Project improvements within 2 feet of the shared property line. The MND states without analysis that "it is not anticipated that localized vibration would be excessive, as the project would utilize standard construction equipment" and vibration would attenuate with distance. (MND, p. 77.) The MND lacks substantial evidence to support this conclusion, and, at minimum, must be revised and recirculated to address it.

j. Tribal Cultural Resources

Despite the very high likelihood of impacts to tribal cultural resources, and the request by tribal representatives to conduct additional sub-surface investigations, the Project applicant was not required to do so. (MND, p. 87.) Under applicable case law, the failure to conduct such studies necessitates preparation for an EIR. (*Save Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 702 [EIR required where agency fails to gather information and undertake an adequate environmental analysis in its initial study].)

4. Findings for the necessary Project variance would not be supported by substantial evidence.

According to County Staff, the Property has two front setbacks—one from the Highway 1 right-of-way and the other from the southern property line bordering Owner's property. The required front setbacks are 30 feet. (Monterey County Zoning Code ["MCZC"] § 20.14.060.C.1.) The Project request variances to allow a 20 foot setback from Highway 1 and a 2 foot setback from Owner's property. (MND, p. 14.) The County could not justify granting such an immense variance from the setback required to Owner's property.

A variance can be granted only if the following findings can be made: (1) because of

special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the County Zoning Code is found to deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification, (2) the variance does not constitute a grant of special privileges inconsistent with the limitations upon other property in the vicinity and zone in which such property is located, and (3) the use or activity is expressly authorized by the zoning regulations governing the parcel of property. (MCZC § 20.78.040; *see also* Government Code § 65906 ["Variances from the terms of [a] zoning ordinance[] shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical classifications."].)

No substantial evidence would support findings for such an enormous variance of the front yard setback to Owner's property. (Code of Civil Procedure § 1094.5(b); *see also Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 522 and *Lucas Valley Homeowners Association v. County of Marin* (1991) 233 Cal.App.3d 130, 142.)

First, the Property's location, size, shape, topography, and/or other physical conditions do not vary substantially from those of other parcels in the same zoning district or vicinity such that special circumstances exist. A pad conforming to the setbacks was previously installed on the site, and there is no reason why the Project cannot be developed in accordance with the controlling setback from the southern property line. Courts have overturned an agency's granting of a variance in similar circumstances when there has been no showing that the property differs substantially from other parcels in the zoning district. (*See*, *e.g.*, *Topanga Association for a Scenic Community*, *supra*, 11 Cal.3d at 522; *Orinda Association v. Board of Supervisors* (1986) 182 Cal.App.3d 1145, 1166; and *PMI Mortgage Ins. Co. v. City of Pacific Grove* (1981) 128 Cal.App.3d 724, 731.)

As noted by the First District Court of Appeal in *Orinda Association*, *supra*, 186 Cal.App.3d at 1166, "the desirability of the proposed development, the attractiveness of its design, the benefits to the community, or the economic difficulties of developing the property in conformance with the zoning regulations, lack legal significance and are simply irrelevant to the controlling issue of whether strict application of zoning rules would prevent the would-be developer from utilizing his or her property to the same extent as other property owners in the same zoning district." [Emphasis added; *accord*, *Broadway, Laguna, Valley Association v. Board of Permit Appeals* (1967) 66 Cal.2d 767, 775; *Hamilton v. Board of Supervisors of Santa Barbara County* (1969) 269 Cal.App.2d 64, 67; and *Stolman v. City of Los Angeles* (2003) 114 Cal.App.4th 916, 926.)

The Project applicant purchased the Property in 2020, after enactment of the LDR/1-D(CZ) zoning regulations. The applicant knew or should have known of the key limitations on development, including front yard setbacks. Self-induced hardship, as is the case here, is not a sufficient basis on which to grant a variance. (*See*, *e.g.*, *Broadway, Laguna, Valley Association*,

supra; *San Marino v. Roman Catholic Archbishop* (1960) 180 Cal.App.2d 657; *Minney v. Azusa* (1958) 164 Cal.App.2d 12; and *Town of Atherton v. Templeton* (1961) 198 Cal.App.2d 146.)

Second, contrary to state and local law, the Project would grant the Project applicant special privileges that are inconsistent with the restrictions placed on other parcels in the same zoning district or vicinity. (MCZC § 20.78.040; Government Code § 65906 ["Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."].) Based on a survey of surrounding lots, including Owner's property, they all comply with applicable front yard setbacks. Approval of the Project thus would grant the Applicant special privileges inconsistent with other properties in the area.

Third, while the Project home is allowed by zoning, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, the County's approval of the Project would violate both state and local law. The Project requires a major variance from the setback required to Owner's property. No substantial evidence would support granting such a variance. (*See*, *e.g.*, *Topanga Association for a Scenic Community*, *supra*, 11 Cal.3d at 522 [California Supreme Court overturns variances for nonconforming mobile home park development reasoning that the approvals would "radically alter" the nature of the zone and noting that such changes were a "proper subject for legislation, not piecemeal administrative regulations."].)

5. As currently designed, the Project cannot be approved as it is not the least environmentally damaging alternative in regard to views and geologic hazards.

The minimum building site in the LDR-1 zone is one acre. (CIP § 20.14.060.A.) At 0.63 acre, the Property is a substandard (or nonconforming) lot.

MCZC Section 20.02.060.B allows the County to grant an exception to allow for development on substandard lots it if finds that the strict application of the area land use policies or development standards denies all reasonable use of the subject property. The exception may be granted only if the County determines that: (1) the parcel is otherwise undevelopable due to specific policies of the applicable land use plan and development standards of the ordinance, (2) the grant of a CDP would not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and land use designation in which the property is located, (3) "any development being approved is the least environmentally damaging alternative project," and (4) any development being approved is an allowable use and "shall be appealable to the California Coastal Commission." (MCZC § 20.02.060.B.)

In order to make Finding 3, "the development shall be required to minimize development of structures and impervious surfaces to the amount needed to reduce environmental impacts to the greatest extent possible and shall be required to locate the development on the least environmentally sensitive portion of the parcel." (*Id.*)

As noted above, the Project is currently proposed to be situated in a geological hazard area, infringing on a key coastal viewshed area, and resulting in the removal of 6 special status tree species, including 4 landmark Monterey Cypress trees. The Project could be moved landward to avoid all of these impacts. As such, the Project is not being located on the least environmentally sensitive portion of the parcel.

Further, as noted above, there is no indication that the multiple retaining walls (including the nearly 21 foot one adjacent to Highway 1), are allowed in the LDR-1D (CZ) zone. (MCZC § 20.14.040.)

In short, as currently proposed, the County could not make the findings to grant an exception for development on this substandard lot.

****

Thank you for your consideration of our client's views on this important matter. Please add the undersigned to the list of interested parties to receive any and all future notice(s) regarding the Project. Please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

RUTAN & TUCKER, LLP



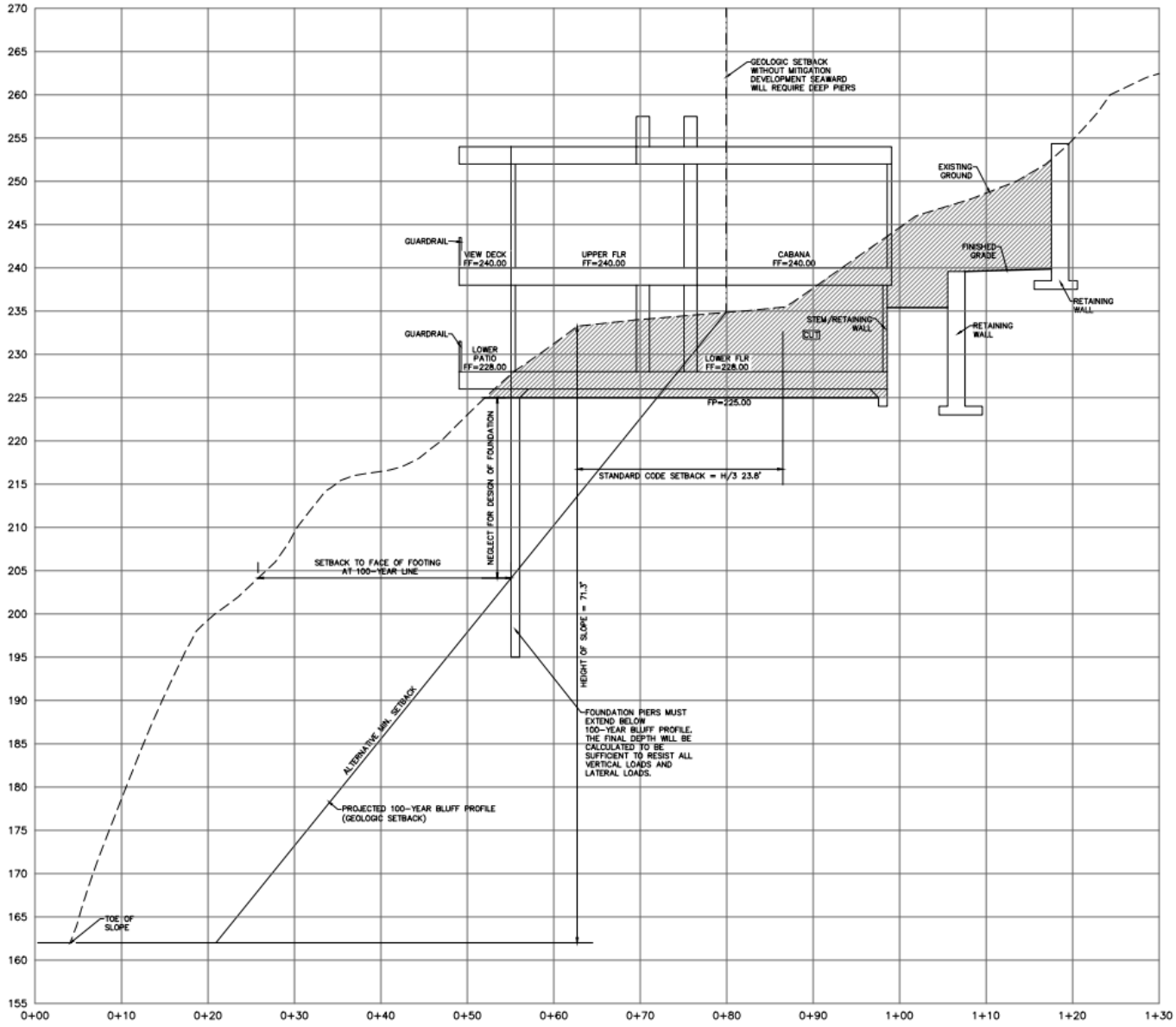
Matthew D. Francois

MDF:bb

cc: Client (*via email*)
Breylen Ammen, Coastal Program Analyst, California Coastal Commission (*via email*)
Katie Butler, District Supervisor, California Coastal Commission (*via email*)
Alan Kwong, California Department of Transportation, District 5 (*via email*)

EXHIBIT A

Figure 5 Project Elevation Profile



Source: IX.39

EXHIBIT B

A1) Easement access to property

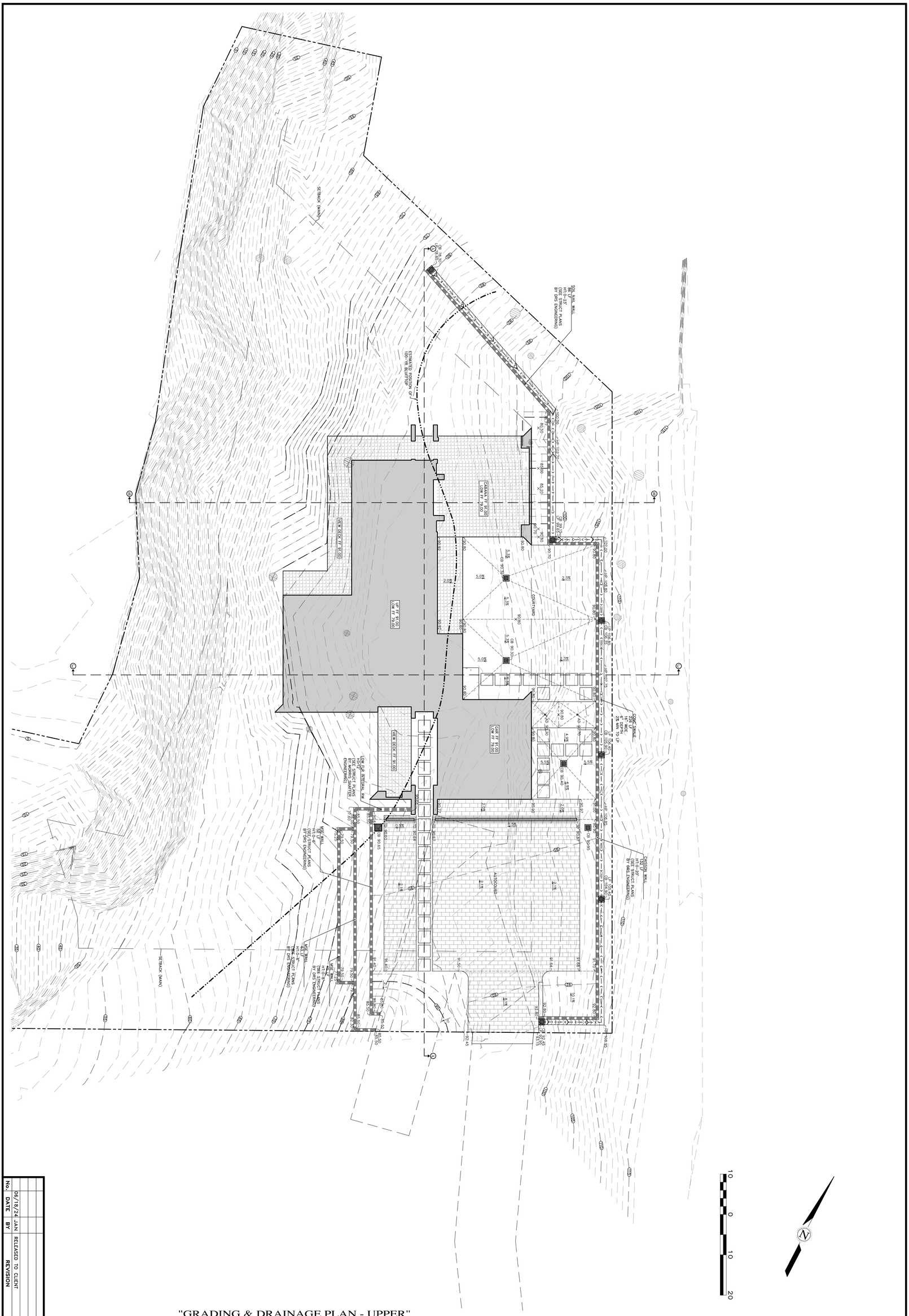




https://photos.app.goo.gl/fJf5c9B9pYet2PDZ9

EXHIBIT C

L:_PROJECTS - LANDSET ENGINEERS\2288 - Johnson Residence (Hwy 1)\2288-01 CIVIL\DWGS\Johnson_2288_CIVIL.dwg



"GRADING & DRAINAGE PLAN - UPPER"

No.	DATE	BY	REVISION
	06/19/24	JAN	RELEASED TO CLIENT

SCALE: 1" = 10'
DATE: JUN 2024
JOB NO: 2288-01

SHEET C3 OF 10 SHEETS

GRADING, DRAINAGE, & EROSION CONTROL PLAN

OF

THE JOHNSON RESIDENCE
A.P.N.: 241-182-003
CARMEL, CALIFORNIA

FOR

HAL & ALLISON JOHNSON

LANDSET ENGINEERS, INC.
520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

APPROVED BY:

GUY R. GIRAUDO

REGISTERED PROFESSIONAL ENGINEER
Guy R. Giraudo
No. 58569
Exp. 06-30-25
CIVIL
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

L:_PROJECTS - LANDSET ENGINEERS\2288 - Johnson Residence (Hwy 1)\2288-01 CIVIL\DWG\Johnson_2288_CIVIL.dwg

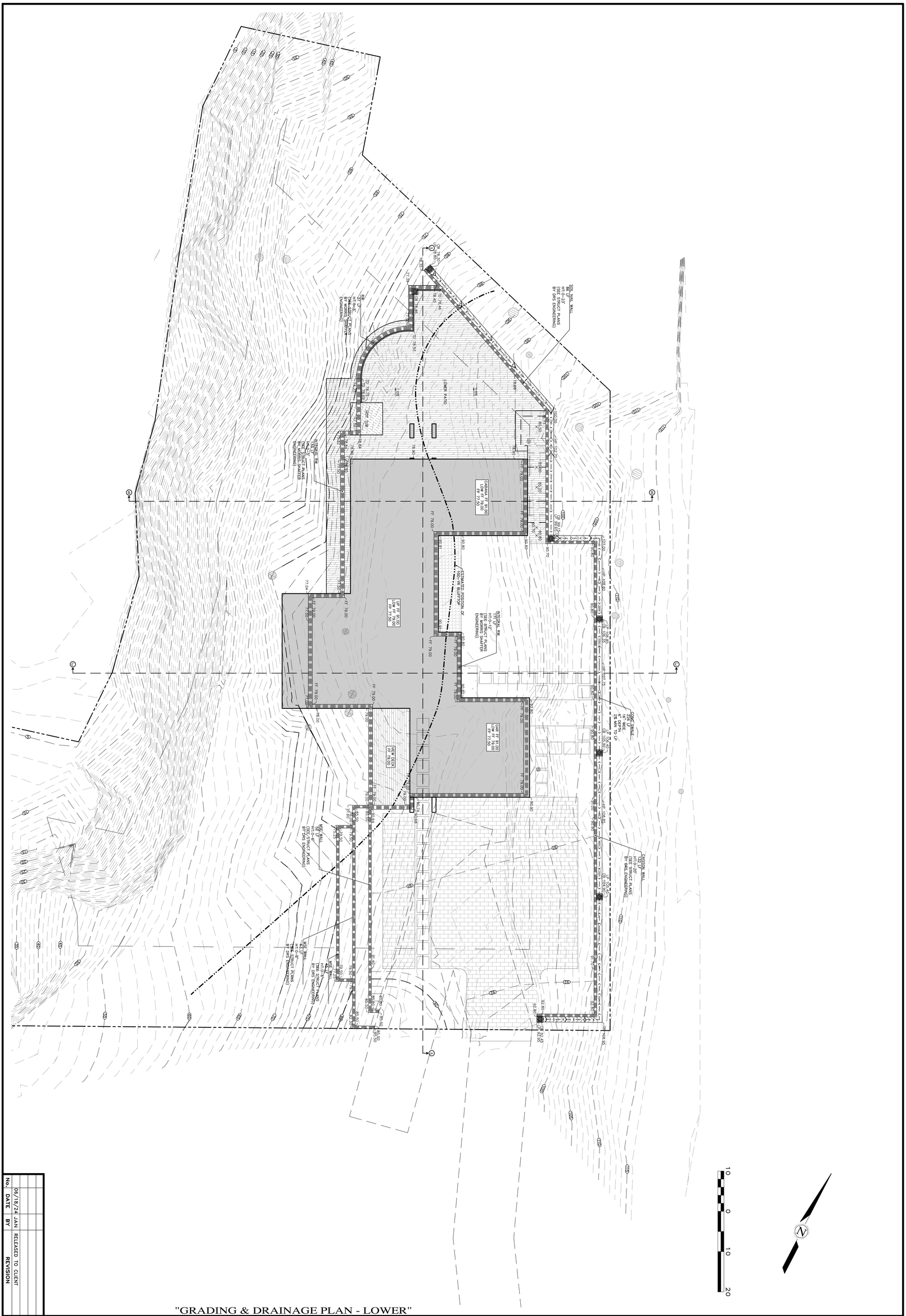

LOWER PATIO
GARAGE F.F. 81.00
UP. FF 79.00
LOW. FF 77.50
ESTIMATED EXTENT OF EXCAVATION
RETAINING WALL H=0'-6" TO 2'-0" (SEE STRUCT. PLANS BY GSE ENGINEERING)
SOIL NAIL WALL H=0'-0" TO 7'-2" (SEE STRUCT. PLANS BY GSE ENGINEERING)
CONC. WALL H=2'-0" TO 5'-6" (SEE STRUCT. PLANS BY GSE ENGINEERING)
CONC. WALL H=2'-0" TO 5'-6" (SEE STRUCT. PLANS BY GSE ENGINEERING)
RETAINING WALL H=0'-6" TO 2'-0

EXHIBIT D

C2) 255 Highway 1 Carmel, CA - Cliff washing out across driveway





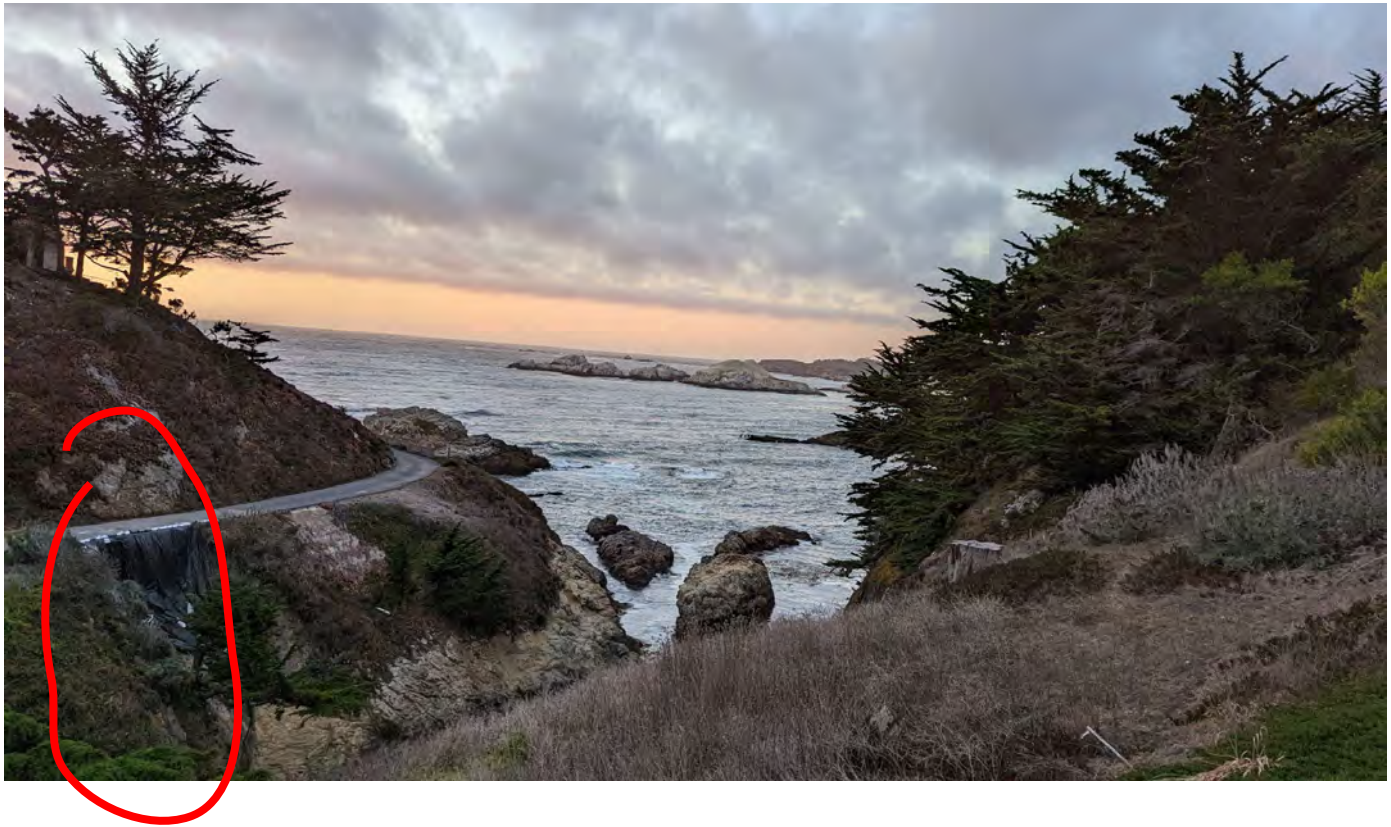
C3) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C4) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C5) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



C6) 255 Highway 1 Carmel, CA - Cliff washing out across driveway



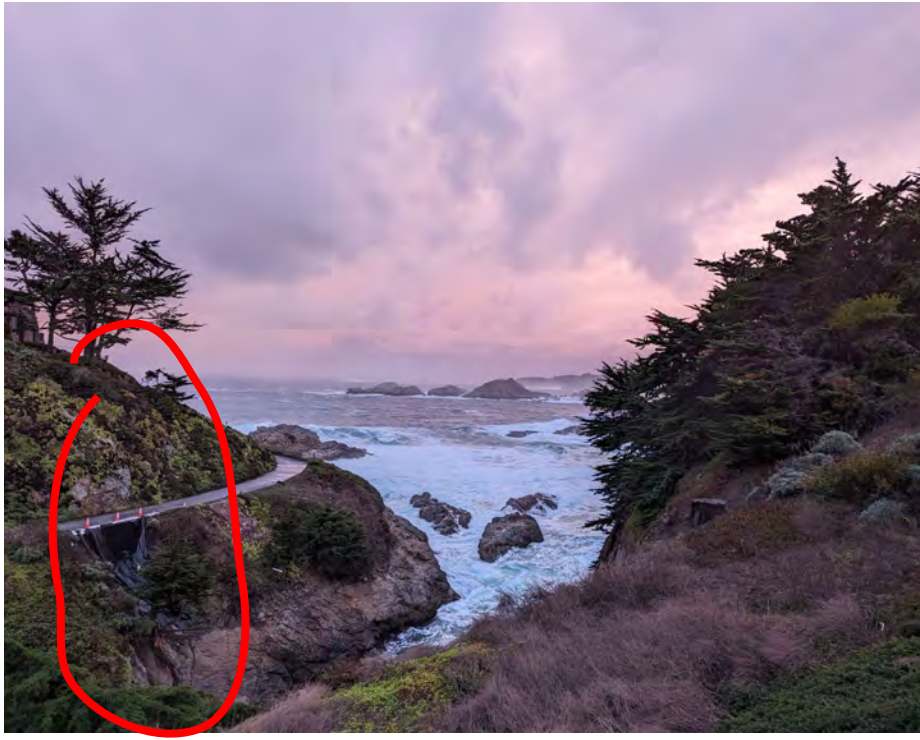
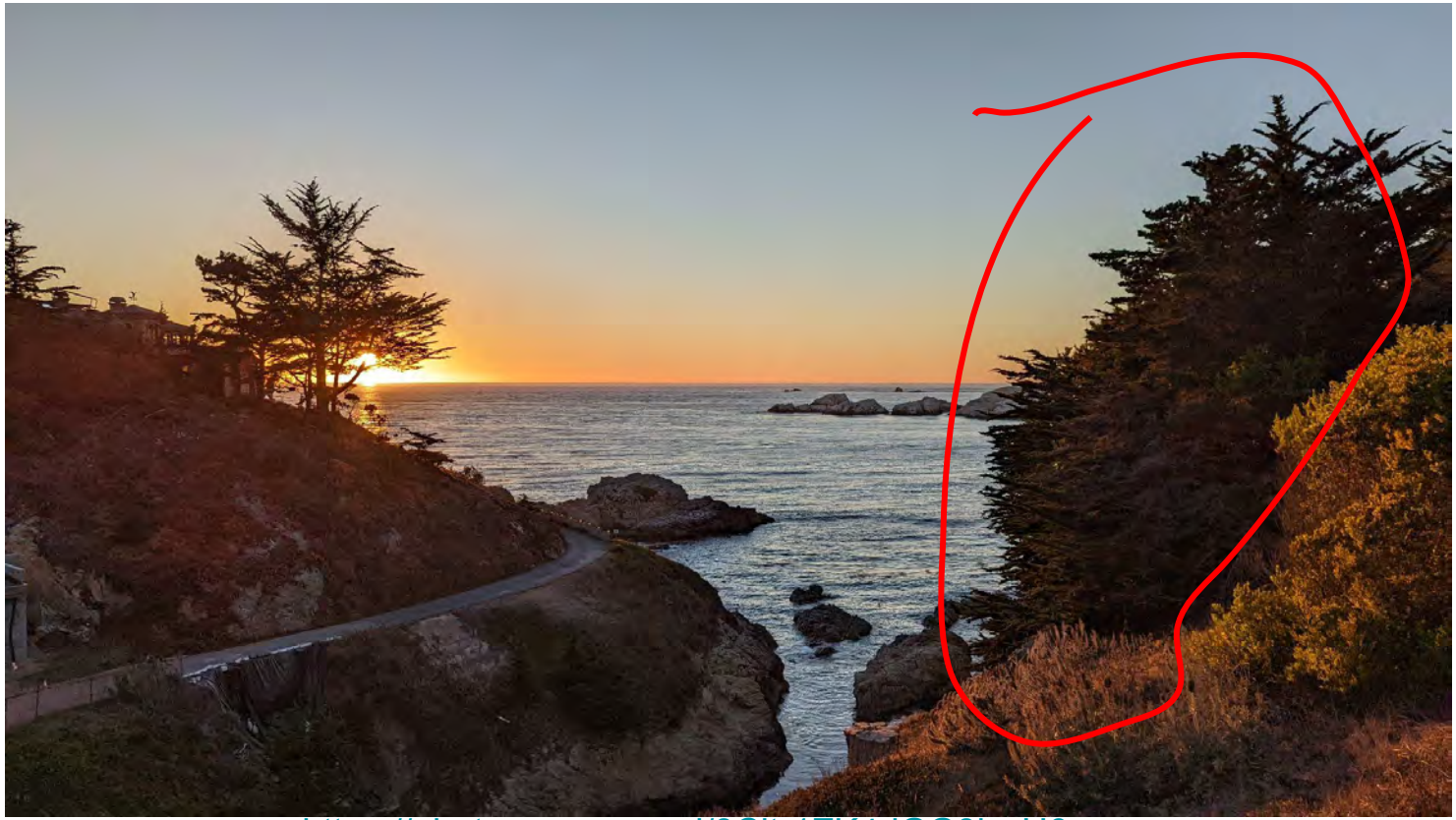


EXHIBIT E

D1) Cypress to be removed unnecessarily for westward outcropping of house…



https://photos.app.goo.gl/8Citr1ZK4dGG8kwH6

D2) Cypress to be removed unnecessarily for westward outcropping of house…





From: Heide Cortopassi
To: Angelo, Philip
Subject: Re: PLN210061-JOHNSON (226 Highway 1) - Notice Distribution
Date: Tuesday, July 9, 2024 3:05:59 PM
Attachments: image001.png

Additional Heide Cortopassi Comments -HCD-Planning

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Thank You for the information. I am against this project. It is too big for the buildable foot print. It is modern and not appropriate for the public view shed. The healthy cypress that support the cliff are being removed! Where have the rules and mitigations gone? Why are you looking the other way? Heide Cortopassi

On Tue, Jul 9, 2024 at 11:13 AM Angelo, Philip <AngeloP@countyofmonterey.gov> wrote:

> Hi Heide,
>
> We're getting ready to circulate an Initial Study we've prepared for the proposed residence at 226 Highway . I have your email address for the distribution list, but was there also a mailing address you'd like us to include?
>
> I've also attached the most current project plans.
>
> Best Regards,
>
> **Phil Angelo** *(he/him)*
>
> Senior Planner (Working out of Class)
>
> Housing and Community Development
>
> 1441 Schilling Place South 2nd Floor, Salinas, CA 93901
>
> Direct: (831) 784-5731
>
> AngeloP@countyofmonterey.gov

From:	Angelo, Philip
To:	Angelo, Philip
Subject:	RE: Carmel Highlands New Construction 244 Hwy 1 #3
Date:	Friday, October 22, 2021 9:47:27 AM

Original Heide Cortopassi Comments -HCD-Planning

From: Heide Cortopassi <heidecorto@gmail.com>
Sent: Sunday, August 29, 2021 4:35 PM
To: Angelo, Philip <AngeloP@co.monterey.ca.us>
Subject: Carmel Highlands New Construction 244 Hwy 1 #3

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Hello and Good Afternoon Mr. Angelo,

My name is Heide Cortopassi and I own the property across the cove from the proposed new construction site that was recently flagged. I am reaching out to you as it is my understanding you are the planner that has been assigned to this project (244 Hwy 1 #3) and I would like to express my concerns and also go on record so that you are well aware of the magnitude of the ongoing erosion that is happening in this cove! I was truly amazed at the audacity of the new property owners living in Texas and making it known they would not be paying any taxes in California. Furthermore, they have not responded to my written requests to carefully remove the multitude of guide wires they have had secured around a young cypress tree on my property and more wires strung across the cove anchoring a stake again into my property. It is obnoxious, it is reckless considering the instability of this area and it is presumptuous to not ask permission!

This proposed project seems to be moving at lightening speed when I think about all of the hurdles and hoops I had to jump through to obtain a building permit. I do hope the rules and regulations are applied and enforced equally Mr. Angelo and I appreciate the opportunity to share my concerns. Thank You!

The flagging suggests this home is too large for the lot. It would suggest a large two story portion of the home is perched at the edge of the cliff and directly above decomposing granite. A large cypress stump would need to be removed if this footprint is allowed and that root system would cause slides of earth and brush into the cove as has been happening over the past several years and is providing a pretty reliable pattern for this area. So given this information I think it is safe to assume this structure would need to be anchored under the Highway. At what point Mr. Angelo does anybody with the authority to protect this area have a backbone and say “It can’t be done” ?

I met the Forester, Mr. Frank Ono, who was hired by the property owners and the architect and I was concerned when he said he was asked to assess the Coastal Cypress and provide a report that would support the removal of the trees! Why? Because they need to be pruned? They are full of new growth and they are not diseased or dying, so why is it that it would be acceptable to remove protected trees and not think twice about what happens to the earth on the slope where the trees grow? These Coastal Cypress are majestic. They are part of the beauty that defines this area and I do believe they are protected when they are of this large size.

Lastly, this proposed project is clearly visible from Hwy 1, the ocean and neighboring homes and I am concerned seeing the proposed home is constructed largely of glass, how will the light pollution be dealt with? There are no uplights allowed in this area, so how do they plan on keeping the lights from shining out of this glass house? Something about a dark sky rule.

Mr. Angelo, my apology to you if my email is heated and thank you for allowing me the opportunity to voice my concerns.

Heide Cortopassi
831-293-4178

Additional Jenny Breitenwischer Comments -HCD-Planning

From: Jenny Breitenwischer <breitenj@hotmail.com>
Sent: Tuesday, July 9, 2024 11:44 AM
To: Angelo, Philip <AngeloP@countyofmonterey.gov>
Subject: Re: Concerns over APP#210391/APN 241182003000

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Philip

Thank you for sending this over. I have since sold my home next door to this proposed home but was forced to sell it at a fraction of the valued price because of the threat of the overdevelopment of this project. All of the points in my original email are still true and valid.

We had a years long lawsuit with every property on that private drive over the road eroding and it was a nightmare. Allowing this type of home and the construction will only further the erosion of the already fragile cove. I know I'm not a homeowner there anymore, but I've passed this onto a coup of my former neighbors who I still keep in touch with. I'm sure you'll be hearing from them regarding this.

Thank you for sending this over to me and remembering my concerns.

Jenny

Get Outlook for iOS

From: Angelo, Philip <AngeloP@countyofmonterey.gov>
Sent: Tuesday, July 9, 2024 11:27 AM
To: Jenny Breitenwischer <breitenj@hotmail.com>
Subject: RE: Concerns over APP#210391/APN 241182003000

Good Morning Jenny,

It's been a number of years but I wanted to reach out as the County as getting ready to finalize an Initial Study for this project and publicly circulate it. I have your email but is there a mailing address you'd like us to include in the interested parties / distribution list for the project?

I've also attached the most current set of project plans.

Best Regards,

Phil Angelo *(he/him)*
Senior Planner (Working out of Class)
Housing and Community Development
1441 Schilling Place South 2nd Floor, Salinas, CA 93901
Direct: (831) 784-5731
AngeloP@countyofmonterey.gov

Original Jenny Breitenwischer Comments -HCD-Planning

From: Jenny Breitenwischer
To: Angelo, Philip
Subject: Concerns over APP#210391/APN 241182003000
Date: Wednesday, August 25, 2021 1:58:48 PM

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Mr. Angelo
I am the neighbor next door to the project you have assigned to you under the above information and with the address 244 Hwy 1 #3 Carmel. The property had flags put up last Friday and what I saw was shocking! Just the size and height alone are very worrying given the condition of the cove. I have a number of concerns about this project being next door to me.
1. The projected size of the home is 3876 square feet, 2 stories plus the 1,372 spare foot garage on such a small building footprint. The home is far too big for the allotted space.
2. The impact that the size of this home will have on our shared 3 property well system. I am aware that the neighbors on the other side of me have also applied for a building permit. This home's potential size of water usage could drain our well.
3. The proposed removal of obviously healthy and protected cypress trees. Yes, they need to be trimmed but they should not be removed. We had them trimmed a couple of years ago with permission from the former property owner so I know there is nothing wrong with them. Believe me, if there was something wrong with them, we would have paid to remove them because it would give our property a much better view!
4. The removal of the protected cypress trees and their root systems will cause more erosion on the same cove that is eroding in 2 other areas. There is also erosion off of the other side of the cove on our private one lane road.
5. The existing erosion in the 2 different spots on that same cove has resulted in a neighborhood lawsuit. 2 neighbors are suing the other 8 over the repairs of the erosion. It could be years until those 2 eroded parts of the cove are fixed and now we want to propose something that we know will cause MORE erosion? We are maxed out on space on our tiny one lane road.
6. The development on an into the cove at least 10 feet below the top of the cove will cause significant environmental impact
7. The cove setback is not being followed
8. I completed the construction on my home in 2014. My architects and builders had to follow very strict rules surrounding cypress tree protection and proximity to the cove, despite the fact that my property line wasn't even that close to the edge of the cove. The proposed plans for this home do not follow any of those same rules from Monterey County or the Coastal Commission. If I had to adhere to those rules, then so should this project. We all should be subject to the same set of rules when building.
9. This project "seems" to be moving mysteriously quickly though the permitting process, especially during COVID and all of the delays that I know are happening in the county. I have "heard" that it is because Eric Miller is the architect and "he has the ability to get projects though planning quickly". I would hate to think that who you hire as an architect and who you hire as an arborist to write tree reports gives you preferential treatment with the county. I have another building permit that was submitted through the county in January of 2020 and it still (though no fault of mine) is not approved!

I just wanted to officially go on record with my concerns to you. I would appreciate it if you could reply back to this email to let me know that you've received it. I also will be sending a separate email containing the photos I took to show you how massive this proposed house looks. Feel free to reach out to me at any time also.
Thank you,
Jennifer Breitenwischer
Cell (423)231-2334

Sent from my iPad

Additional Dennis Chamber Comments -HCD-Planning

From: Dennis Chambers
To: Angelo, Philip; Heide Cortopassi
Subject: Re: Carmel Highlands New Construction 244 Hwy 1 #3
Date: Saturday, October 22, 2022 11:29:58 AM
Attachments: image001.png

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Philip, we are a bit concerned that this project is going to remove many of the trees on the cliff edge. They evidently hired an Arborist that is known for writing up whatever you want written. Those trees holed up the hill side which is loose soil and stones at least 12' deep. We are concerned that runoff will do irreparable damage. Trimming up the trees, fine, but removal, that is not smart. d

Dennis Chambers Inc.
License # 475577
Mobile: 408-605-6760
225 Crossroads Blvd. Suite 378
Carmel, CA 93923
dennis-chambers@outlook.com

Original Dennis Chamber Comments -HCD-Planning

From: Angelo, Philip
To: Angelo, Philip
Subject: RE: Ref. The Carmel Highlands
Date: Friday, October 22, 2021 9:49:33 AM

From: Dennis Chambers <dennis-chambers@outlook.com>
Sent: Saturday, August 28, 2021 11:49 AM
To: Angelo, Philip <AngeloP@co.monterey.ca.us>
Subject: Ref. The Carmel Highlands

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Mr. Angelo, we live in the Carmel Highlands. A new ground up home is under design in our neighborhood, and I believe in your care as a planner. It's located below the Highlands Inn and on a 35' cliff. The parcel number is 241-182-003, the Johnson property.

Two humble comments: 1. The story poles are incredible close to a very unstable cliff. You need to come out and see this. 2. We understand the cypress trees to the north of the home site are to be removed, not trimmed. The entire northern portion of cliff is held together by the roots of those trees. The trees need trimming, yes, but removal, the arborist in question is badly distorting the truth.

Sincerely yours, Dennis Chambers, 258 Hwy One, Carmel Highlands

Dennis Chambers
Mobile: 408-605-6760
dennis-chambers@outlook.com

Additional Coastal Commission Staff Comments -HCD-Planning

From: Ammen, Breylen@Coastal
To: Angelo, Philip
Cc: Butler, Katie@Coastal
Subject: Comments for PLN210061(Johnson)
Date: Monday, October 24, 2022 3:09:35 PM
Attachments: image001.png

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Phil,

We have reviewed the information available for this project in greater detail and have significant concerns about the suitability of this site for residential development, primarily given that the majority of the parcel consists of slopes greater than 30%. Several of the concerns in Alexandra McCoy's past comments on this project remain, and we have new concerns as well.

1. **Scenic Views**. The proposed project location is in a public viewshed as it is located between Highway 1 and the Pacific Ocean and is also directly visible from a popular pull-out overlook at the north of the site. The staking and flagging images do not show the view from this lookout; however, the proposed removal of 8 trees, as shown in the plans, raises concerns about a loss in existing screening at the site. CIP Section 20.146.030.C.4 requires that new development in the Carmel Highlands must be carefully cited and designed to minimize visibility, and that development within the public viewshed "shall be sited within existing forested areas or in areas where existing topography can ensure that structures and roads will not be visible." Also, please note that CIP Section 20.146.120.A.6 requires that as a condition of approval for new development, all areas of a parcel in slopes of 30% and greater must be placed under scenic easement.

2. **Coastal hazards**. The development is proposed largely on 30% slopes and adjacent to a steep descending coastal bluff in a high erosion hazard area. Carmel Land Use Plan (CLUP) policy 2.7.3.1 states (in part) "All development shall be sited and designed to minimize risk from geologic, flood, or fire hazards. Areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development…" The removal of 8 trees from the site raises further concerns about the stability of the blufftop. Recently, a landslide occurred on the adjacent lot after unpermitted tree removal. The highly hazardous nature of the parcel raises significant concerns about the safety of the parcel for residential development. Additionally, the Carmel LUP and CIP restrict development on 30% slopes. While parcels in the Carmel Highlands may be exempted from these requirements, in this case due to the highly hazardous nature of the parcel, it does not appear appropriate to allow the proposed amount of construction on 30% slopes.

3. **Sewer Service**. Section 20.146.120.A.1.f of the Carmel Coastal Implementation Plan requires that new development has adequate sewer service. The parcel is not currently within the jurisdiction of the Carmel Area Wastewater District (CAWD). We understand that CAWD issued an intent to serve letter; however, the annexation of this parcel into the CAWD service area has not been approved by the Commission. We are currently reviewing CAWD's application to annex this (and other) parcels, including how such annexation would facilitate development on existing undeveloped parcels. It appears that, given the issues with the site as described above and in our previous comments, the parcel is largely inappropriate for the intensity of development proposed, and such development would not meet the overarching Carmel LUP Key Policy which requires all future development to be "clearly consistent with and subordinate to the foremost priority of protecting the area's scenic beauty and natural resource values."

Sincerely,

Breylen Ammen
Coastal Planner | Monterey County

CALIFORNIA COASTAL COMMISSION
725 Front Street, Suite 300
Santa Cruz, CA 95060
(831) 427-4863

From: McCoy, Alexandra@Coastal
To: Angelo, Philip
Subject: Re: PLN210061-JOHNSON - Monterey County Planning Application
Date: Thursday, October 14, 2021 12:11:12 PM
Attachments: image001.png
image002.png

Original Coastal Commission Staff Comments -HCD-Planning

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Angelo,

We reviewed the documents available on Accella for application number PLN210061 as well as other public databases and have the following comments:

1. **Parcel Size and Boundaries.** The topographic survey dated June 2020 on Sheet 1 of 1 on the project plans states that the calculated lot area is 30,580 square feet or 0.70 acres. However, surveyors note A on the sheet states that "the legal description of the parcel lacks bearing and distances for the westerly line (along the Pacific Ocean). Therefore, the westerly line location is approximate as is the calculated lot area." This has two implications that we recommend be investigated further at this early stage in the permitting process; the actual location of the westerly line and the actual lot area. Based on images of the project site seen on the sheet, the approximate location of the westerly line is past the mean high tide line. Further, publicly available online records indicate that the parcel (APN PN 241-182-003-000) size is 23,805 square feet. Thus, the County must verify the actual lot area of the parcel as well as the location of the westerly line (due to their implications on other site development standards such as FAR, setbacks, ect).

2. **Coastal Hazards.** The development is proposed adjacent to a steep descending coastal bluff in a high erosion hazard area. Carmel Land Use Plan (CLUP) policy 2.7.3.1 states (in part) "All development shall be sited and designed to minimize risk from geologic, flood, or fire hazards. Areas of a parcel which are subject to high hazard(s) shall generally be considered unsuitable for development…" and goes on to require environmental or geotechnical reports be completed. Additionally, CLUP policy 2.7.4.3 requires "Any proposed development within 50 feet of the face of a cliff or bluff or within the area of a 20 degree angle from the toe of a cliff, which ever is greater, shall require the preparation of a geologic report prior to consideration of the proposed project." In addition to all information required to be included in the geologic report as dictated in CLUP policy 2.3.4.7 and Coastal Implementation Plan/Zoning Ordinance section 20.66.040, the geotechnical report for the project must be able to demonstrate that the development is safe from coastal hazards over the lifetime of the development (i.e., 100 years). Further, based on project plans and the locations of the story poles erected to provide for visualization of the proposed structure, the western footprint of the building appears to be within 5 feet of the top of the bluff edge on easily erodible soil. We recommend requiring that the footprint of the building be brought back away from the bluff (i.e., towards the highway) as much as possible in order to minimize impacts from coastal hazards. Lastly, CLUP policy 2.7.4.1 requires that "All development shall be sited and designed to conform to site topography and to minimize grading and other site preparation activities." The amount of grading proposed does not appear to be a minor or minimum amount in order to construct a habitable SFD on the property. We recommend that the footprint of the lower portion of the

proposed structure be reduced in order to provide for a more "stair-stepped" foundation that would require less grading.

3. **Scenic Views.** The proposed project site is located in a public viewshed as it is located between highway 1 and the Pacific Ocean but is also directly visible from a popular pull-out overlook at the North of the site. The exterior of the structure is proposed to consist of concrete, white stucco, and dark aluminum materials CLUP Section 2.2 contains numerous policies related to protection of scenic resources by siting new development within the public viewshed on the portion of the parcel where it will not be visible from from major public viewpoints and viewing corridors, requiring that materials be used so that new structures blend into the site and surroundings (and require that height and bulk of buildings shall be modified as necessary to protect the viewshed), and requiring that existing trees and other native vegetation be retained to the maximum extent possible in order to screen development. In order to minimize visual impacts, we recommend that the structure be sited towards highway 1 as much as possible, that materials be used on the exterior of the structure such that it blends into the natural surroundings, and that existing trees be retained as much as possible and that the property be landscaped with native, non-invasive plants such that they would screen the development from the highway and adjacent overlook. Variances in front and side setbacks may be appropriate in this case given the unique location and typography of the site in order to ensure that scenic views are protected (and coastal hazards are minimized).

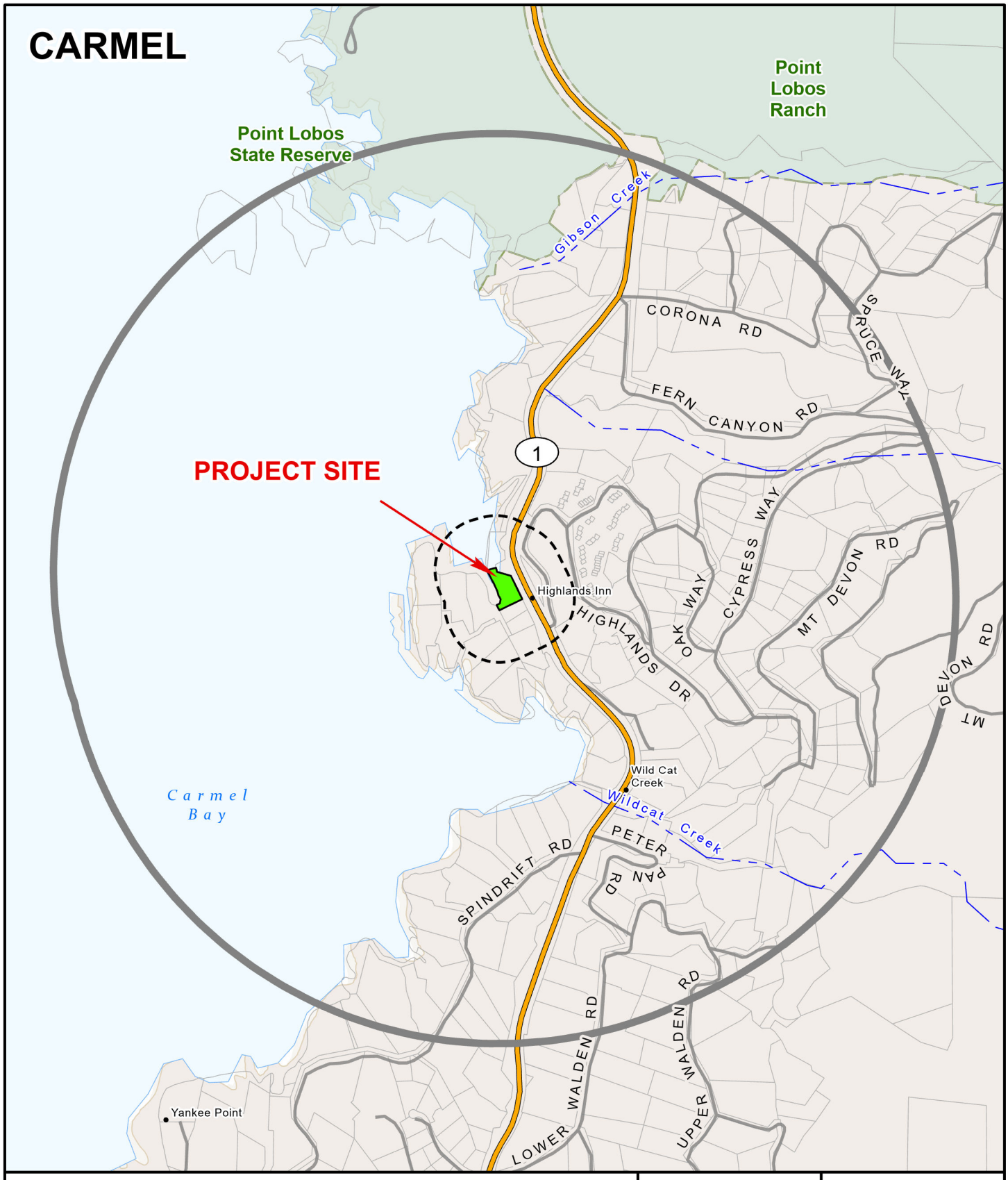
4. **Runoff.** Please ensure that the Applicant has demonstrated that the development be sited and designed to prevent percolation of septic runoff and deposition of sediment due to its location adjacent to intertidal habitat, as required by the LCP.

Please note that due to the current COVID-19 shelter in place orders throughout the State, all correspondence with Commission staff should be conveyed via email, in addition to other means if required by the Coastal Act or regulations.

Alexandra McCoy
California Coastal Commission
Coastal Planner | Central Coast District
alexandra.mccoy@coastal.ca.gov | (831) 427 - 4865

Attachment H

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APPLICANT: JOHNSON HAL W JR & ALLISON H

APN: 241-182-003-000 **FILE #** PLN210061

Project Site | 300' Buffer | 2500' Buffer

N

0 800

Feet

PLANNER: ANGEL(

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PLN210061
JOHNSON HAL W JR & ALLISON H

BOARD OF SUPERVISORS

JULY 1, 2025

Overview

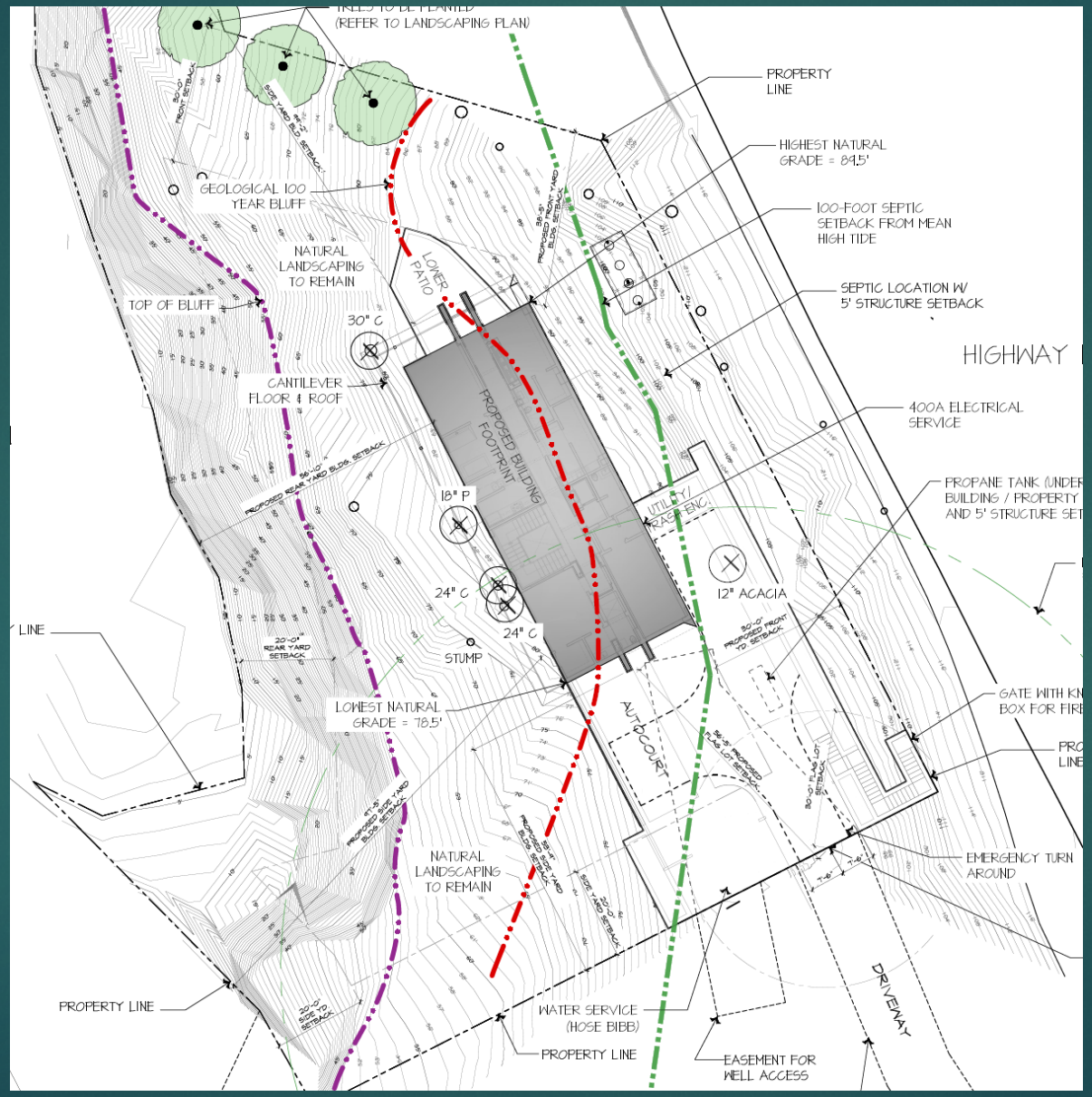
- **Location:** 226 Highway 1, Carmel Highlands, Carmel Area Land Use Plan

- **Scope:** Allow construction of a 3,525 square foot single-family residence and associated site improvements, including:
  - Development within 750 feet of archaeological resources and
  - Development within 50 feet of a coastal bluff
  - Removal of four native trees
  - Development on slopes in excess of 30 percent

Aerial Image of Site and Vicinity



Site Plan

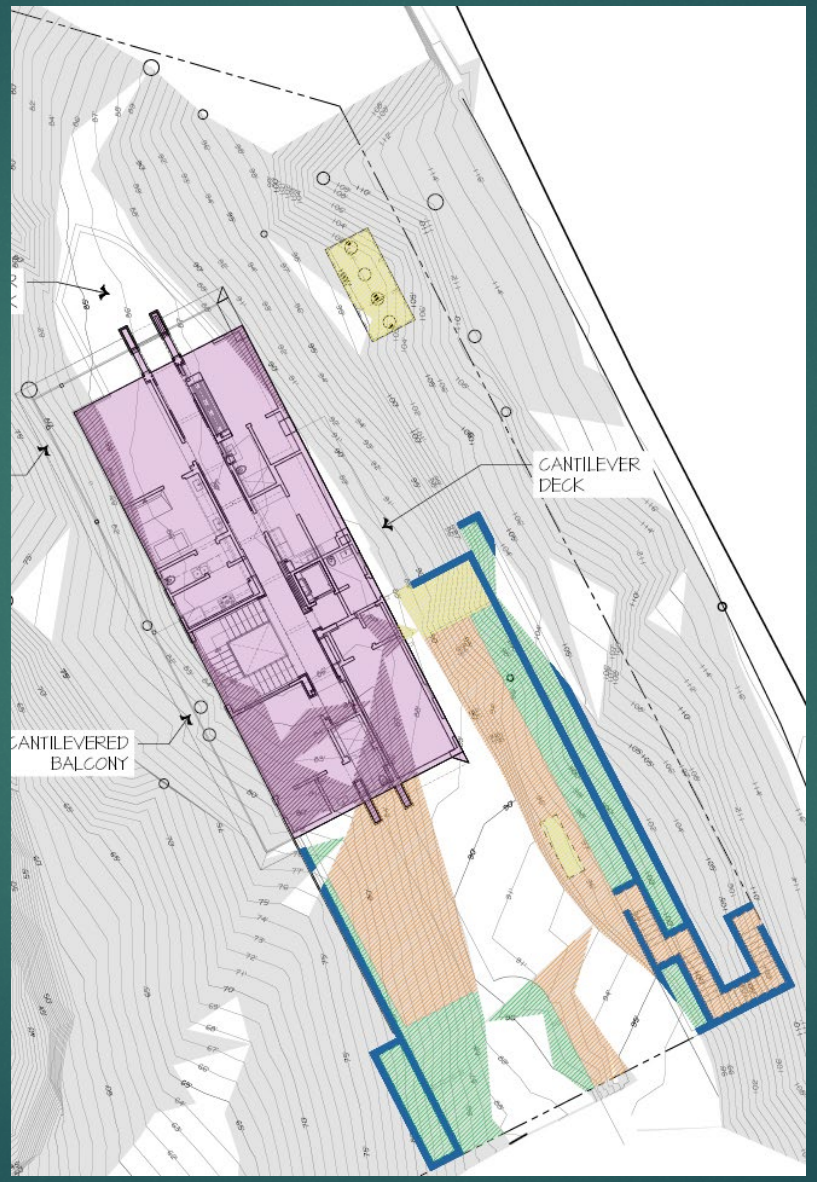

TREES TO BE PLANTED
(REFER TO LANDSCAPING PLAN)
PROPERTY LINE
HIGHEST NATURAL GRADE = 89.5'
100-FOOT SEPTIC SETBACK FROM MEAN HIGH TIDE
SEPTIC LOCATION W/ 5' STRUCTURE SETBACK
GEOLOGICAL 100 YEAR BLUFF
NATURAL LANDSCAPING TO REMAIN
TOP OF BLUFF
LOWER PATIO
30" C
CANTILEVER FLOOR & ROOF
PROPOSED BUILDING FOOTPRINT
HIGHWAY
400A ELECTRICAL SERVICE
PROPANE TANK (UNDER
BUILDING / PROPERTY
AND 5' STRUCTURE SET
18" P
24" C
24" C
12" ACACIA
STUMP
LOWEST NATURAL GRADE = 78.5'
LINE
GATE WITH KN
BOX FOR FIRE
PRO
LINE
EMERGENCY TURN AROUND
NATURAL LANDSCAPING TO REMAIN
PROPERTY LINE
WATER SERVICE (HOSE BIBB)
PROPERTY LINE
EASEMENT FOR WELL ACCESS
DRIVEWAY

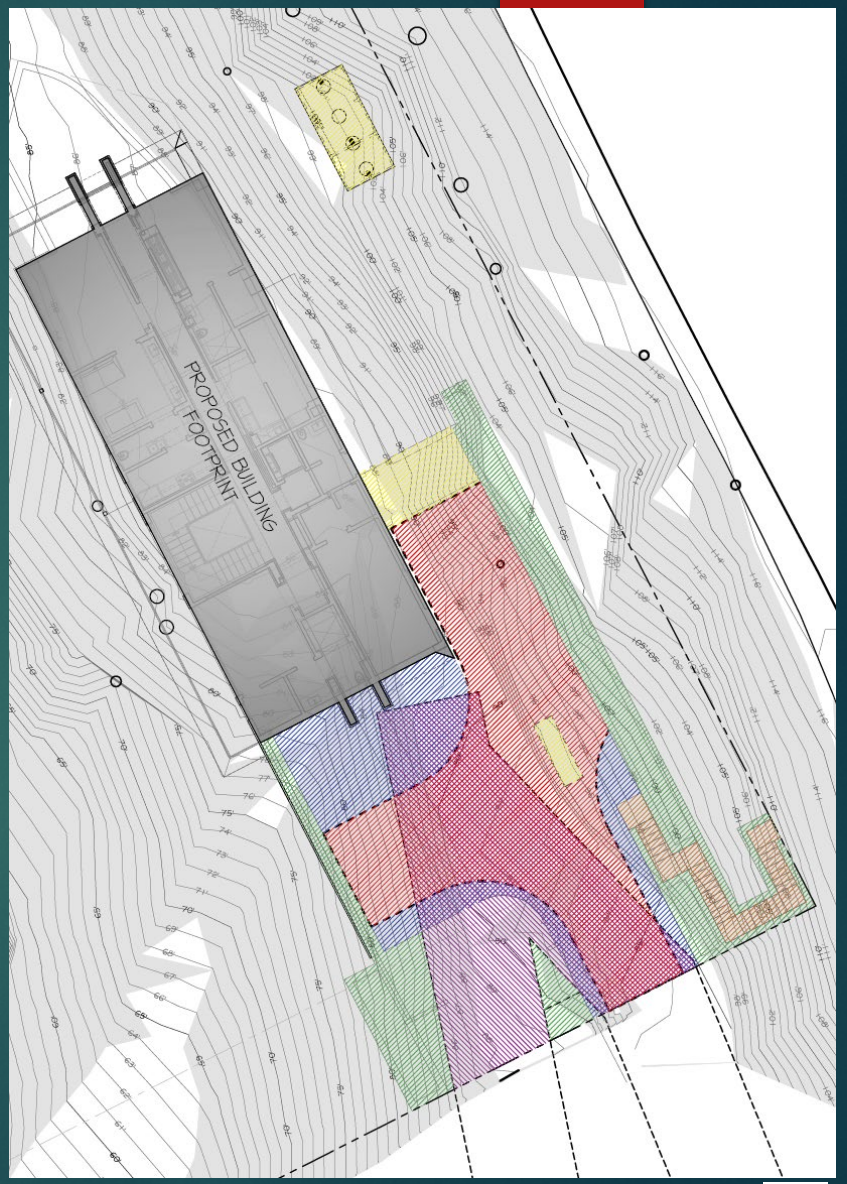
Project History

- Motion of intent to deny project at October 30, 2024 Planning Commission
- Project re-designed and approved at May 28, 2025 Planning Commission
- Appeal received on June 9, 2025

Development on Slopes

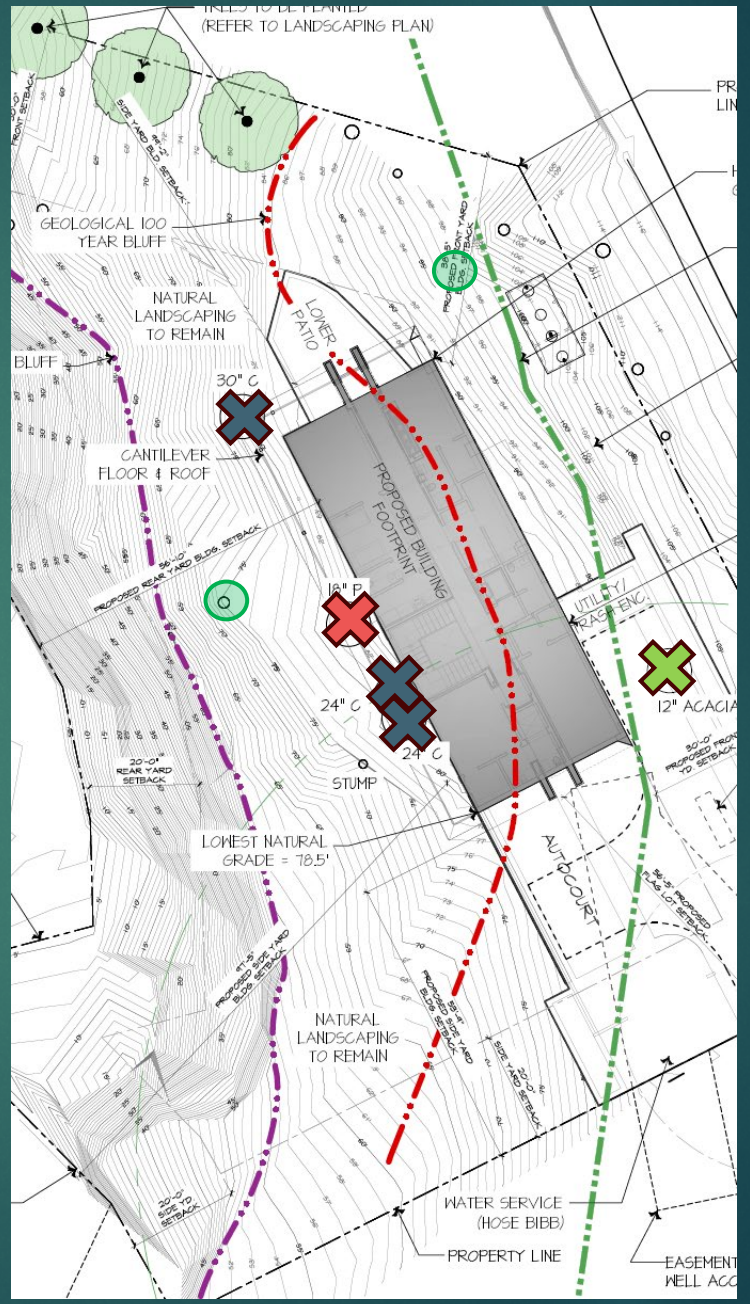
- No feasible alternative to development on slopes
- Residence sited and designed to conform to topography
- Associated site improvements required to develop home





Tree Removal

- Project would include removal of five trees, four of which are protected
- Design of residence minimizes tree removal
- Trees proposed for removal in generally poor condition, and would not be safe to retain when any development occurs near them
- Recommend conditions requiring 1:1 replacement of protected trees and protection of other trees on site



Site plan with tree removal, blue is cypress, red is pine, and green is Acacia

Visual Resources





View from Vista Point and photo-simulation

Visual Resources





Photo-simulation view from Highway 1

Variances



- Project previously included variances for the main house, and for a large retaining wall parallel to Highway 1
- Re-designed to remove portions of residence and retaining walls greater than 6 feet tall
- Retaining walls less than 6 feet are not subject to setbacks based on existing County interpretation

California Environmental Quality Act (CEQA)

- Initial Study prepared an circulated in accordance with the CEQA Guidelines
- Identified potential impacts to cultural and tribal cultural resources, and incorporated mitigation measures which would reduce potential impacts to less than significant
- These mitigations are recommended to be incorporated as conditions of approval and part of an adopted mitigation monitoring and reporting plan

Additional Contentions

That the Findings:

- Are not supported by evidence
- Conflict with LUP, CIP, and County Code
- Violate CEQA
- Violate State Planning and Zoning Law

Recommendation

- 1) Adopt a Mitigated Negative Declaration pursuant to CEQA Guidelines section 15074;
- 2) Deny an appeal of the Monterey County Planning Commission's May 28, 2025 decision to approve the Combined Development Permit (PLN210061); and
- 3) Approve a Combined Development Permit consisting of a:
  - a. Coastal Administrative Permit and Design Approval to allow construction of a 3,525 square foot single-family residence with an attached garage, and associated site improvements including an auto-court, access road improvements, patios, an emergency fire access stairway, tiered retaining walls, septic tank, installation of a centralized water quality treatment for the Highway 1 Water Distribution System #12, and approximately 400 lineal feet of sewer line;
  - b. Coastal Development Permit to allow development within 50 feet of a coastal bluff;
  - c. Coastal Development Permit to allow the removal of four trees, including three Monterey cypress and one Monterey pine;
  - d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%;
  - e. Coastal Development Permit to allow development within 750 feet of known archaeological resources; and
- 4) Adopt a Condition of Approval and Mitigation Monitoring and Reporting Plan.

Introduced: 6/18/2025
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

Conduct a Public Hearing to Collect Delinquent Fees for Solid Waste Collection and:
a. Hear any objections or protests of landowners liable to be assessed for delinquent fees, as indicated on the report of delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees in the amount of $1,941,822.75 (Attachment A); and
b. Make revisions or corrections to the report as the Board of Supervisors deems just, and to thereafter; and
c. Adopt a resolution to:
i. Confirm the report of delinquent solid waste hauling fees for the unincorporated area as identified in the "Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area"; and
ii. Authorize the delinquent solid waste hauling fees, as set forth in the confirmed report, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
iii. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Conduct a Public Hearing to Collect Delinquent Fees for Solid Waste Collection and:
a. Hear any objections or protests of landowners liable to be assessed for delinquent fees, as indicated on the report of delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees in the amount of $1,941,822.75 (Attachment A); and
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iii. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

SUMMARY/DISCUSSION:
On December 3, 2024, the Monterey County Board of Supervisors approved a new Unified Franchise Agreement (UFA) with Waste Management, DBA Carmel Marina Corporation, for waste hauling services in the unincorporated areas of the County. A key component of the new agreement was to remove bad debt attributed to delinquent accounts from being included in the rate structure and to instead utilize a special assessment against the property to collect those unpaid amounts.

Notices of delinquent accounts requesting payment were mailed by Waste Management to account holders, as well as property owners of record, in January, February, March and April of 2025. The notices included the amount past due, payment options, the contact information for Waste Management, and a payment deadline of June 1, 2025. In compliance with the ten-day noticing requirement under Government Code section 25831, a Notice of Public Hearing was sent to all parcel owners on June 9, 2025.

Despite these multiple billing notices by Waste Management, a total of 1,419 parcel accounts remain unpaid, with the balance totaling $1,941,822.75.

Accordingly, the delinquent accounts, identified in Attachment A, are being referred to the Board of Supervisors to conduct a hearing, consider objections or protests, make revisions or corrections to the report, and thereafter confirm the report and refer the accounts listed therein for assessment on the County's tax roll.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health.
It also supports the following of the ten essential public health services, specifically, 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
Waste Management contributed the delinquent account data. The Office of County Counsel has reviewed this report as to form. The Offices of the Auditor-Controller and Assessor provided procedural input.

FINANCING:
Any incidental costs are funded through the Environmental Health Bureau's FY2024-25 Adopted Budget. There is no General Fund Contribution resulting from this Board action. Waste Management will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund as outlined in the UFA section 11.16.1 Franchise Fee.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☐ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in

collaboration with communities.

☒ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Resolution
Report of 2023-2024 Delinquent Accounts

Introduced: 6/18/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Conduct a Public Hearing to Collect Delinquent Fees for Solid Waste Collection and:
a. Hear any objections or protests of landowners liable to be assessed for delinquent fees, as indicated on the report of delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees in the amount of $1,941,822.75 (Attachment A); and
b. Make revisions or corrections to the report as the Board of Supervisors deems just, and to thereafter; and
c. Adopt a resolution to:
i. Confirm the report of delinquent solid waste hauling fees for the unincorporated area as identified in the "Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area"; and
ii. Authorize the delinquent solid waste hauling fees, as set forth in the confirmed report, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
iii. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

RECOMMENDATION:
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Conduct a Public Hearing to Collect Delinquent Fees for Solid Waste Collection and:
a. Hear any objections or protests of landowners liable to be assessed for delinquent fees, as indicated on the report of delinquent fees from Waste Management, Inc. DBA Carmel Marina Corporation for solid waste hauling fees in the amount of $1,941,822.75 (Attachment A); and
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iii. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

SUMMARY/DISCUSSION:
On December 3, 2024, the Monterey County Board of Supervisors approved a new Unified Franchise Agreement (UFA) with Waste Management, DBA Carmel Marina Corporation, for waste hauling services in the unincorporated areas of the County. A key component of the new agreement was to remove bad debt attributed to delinquent accounts from being included in the rate structure and to instead utilize a special assessment against the property to collect those unpaid amounts.

Notices of delinquent accounts requesting payment were mailed by Waste Management to account holders, as well as property owners of record, in January, February, March and April of 2025. The notices included the amount past due, payment options, the contact information for Waste Management, and a payment deadline of June 1, 2025. In compliance with the ten-day noticing requirement under Government Code section 25831, a Notice of Public Hearing was sent to all parcel owners on June 9, 2025.

Despite these multiple billing notices by Waste Management, a total of 1,419 parcel accounts remain unpaid, with the balance totaling $1,941,822.75.

Accordingly, the delinquent accounts, identified in Attachment A, are being referred to the Board of Supervisors to conduct a hearing, consider objections or protests, make revisions or corrections to the report, and thereafter confirm the report and refer the accounts listed therein for assessment on the County's tax roll.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health.
It also supports the following of the ten essential public health services, specifically, 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
Waste Management contributed the delinquent account data. The Office of County Counsel has reviewed this report as to form. The Offices of the Auditor-Controller and Assessor provided procedural input.

FINANCING:
Any incidental costs are funded through the Environmental Health Bureau's FY2024-25 Adopted Budget. There is no General Fund Contribution resulting from this Board action. Waste Management will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund as outlined in the UFA section 11.16.1 Franchise Fee.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☐ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in

collaboration with communities.

☒ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Resolution
Report of 2023-2024 Delinquent Accounts

Before the Board of Supervisors of the County of Monterey
State of California

Resolution No. _____

WHEREAS, on _____, pursuant to Government Code section 25831, the Board of Supervisors of the County of Monterey conducted a duly noticed Public Hearing to Collect Delinquent Fees for Solid Waste Collection, as shown on the Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area (Attachment A, incorporated herein) which are due and owing under the Unified Franchise Agreement with Waste Management, Inc. DBA Carmel Marina Corporation, who provides the required services in the Unincorporated County; and

WHEREAS, following that Public Hearing, and the Board's consideration of objections or protests of landowners liable to be assessed for the delinquent fees, and any revisions or corrections to said report as directed by the Board; and

NOW, THEREFORE, BE IT RESOLVED THAT the County of Monterey Board of Supervisors:

1. Confirms the Report of 2023-2024 Delinquent Waste Hauling Fees in the Unincorporated Area, subject to any Board-directed revisions or corrections, as shown on Attachment A; and

2. Authorizes the delinquent solid waste hauling fees, as set forth in the confirmed report, to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and

3. Authorizes and directs the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

4. Authorizes and directs the County staff to take any and all such necessary further steps to effectuate the same.

PASSED AND ADOPTED upon motion of Supervisor____, seconded by Supervisor___and carried this 1st day of July 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on July 1, 2025.

Dated:
File Number:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____

PARCEL	Parcel Owner/Address	TOTAL DUE
009 403002000		122.93
237-068-009-000	HUGUES ARTHUR DURAZO 59910 ANNETTE ST, SAN ARDO, CA 93450-8000	140.46
133-121-009-000	FERGUSON CLINT E/FERGUSON PATR 169 VALLEY RD, CASTROVILLE, CA 95012-9746	140.46
129-096-008-000	HINE LLC 7505 PARADISE RD SALINAS, CA 93907-9103	275.36
030 078022000	MILLER PAUL L 888 MUNRAS AVE STE 200 MONTEREY, CA 93940-3142	90.09
129 031046000	TEJEDA MARIO FEDERICO/MARQUEZ 17785 COUNTRYSIDE CT SALINAS, CA 93907-9045	325.65
030-113-023-000	QUIROZ ENRIQUE 11241 RICO ST CASTROVILLE, CA 95012-2752	107.02
125 243057000	ALGER, JOHN & DEBRA 7450 ARROWHEAD DR SALINAS, CA 93907-1228	220.29
119 171008000	GALLARDO HERMELINDO & CORINA (180 LIVE OAK RD ROYAL OAKS, CA 95076	285.92
133-135-010-000	FLORES JUAN JOSE MUNOZ 86 VALLEY RD CASTROVILLE, CA 95012-9755	139.62
015 094009000	BLUE SHORE CONCEPTS LLC 601 E CHARLESTON BLVD STE 100 LAS VEGAS, NV 89104-1508	286.22
133-191-017-000	DREYFUS JAMES 91 LA CROSSE DR MORGAN HILL, CA 95037-5617	286.22
187 262001000	STAMENOV LINDA LOUIE 365 COUNTRY CLUB DR CARMEL VALLEY, CA 93924-9555	286.22
139-261-047-000	CULWELL FAMILY TRUST B 17669 RIVER RUN RD SALINAS, CA 93908	286.22
235 142002000	TEJEDA MIGUEL ANGEL JR/TEJEDAP PO BOX 91 KING CITY, CA 93930-0091	287.94

420-271-032-000	RAMIREZ EDGARDO 52238 PINE CANYON RD KING CITY, CA 93930-9631	287.94
221 171044000	PEREZ NICOLAS GARCIA (TE)/LEDE 51160 PINE CANYON RD KING CITY, CA 93930-9616	287.94
221 122004000	SERRATO CONSUELO M 50665 PINE CANYON RD KING CITY, CA 93930-9745	287.94
107061005000	ESTRADA DANIEL/ESTRADA JUAN AN 1145 OLD STAGE RD SALINAS, CA 93908-9714	287.94
211 081001000	BROWN, JULIA & HANSON, GARRY 23 HEBERT RD SALINAS, CA 93906-1001	287.94
145 141004000	LAZZERINI GREGORY S 29235 CHUALAR CANYON RD CHUALAR, CA 93925	93.64
133 362020000	HERNANDEZ SALVADOR 9403 WILLOW OAK RD SALINAS, CA 93907-1037	147.48
113-131-015-000	BERMUDEZ RIGOBERTO 10940 RALPH LN SALINAS, CA 93907-1658	287.94
125-042-011-000	MONASMITH TAMI M/MONASMITH CHA 17824 PESANTE RD SALINAS, CA 93907-1553	287.94
117 221011000	JACKSON PATRICK A 120 TRAFTON RD ROYAL OAKS, CA 95076-9201	287.94
119-181-013-000	FERNANDEZ JUAN ESCOBAR/ZAMORA 41 LAS LOMAS DR ROYAL OAKS, CA 95076-5511	287.94
141-014-015-000	ZAMUDIO-NAVARRO MAYRA 2929 SAN JUAN RD AROMAS, CA 95004-9720	287.94
109 281018000	MITTELSTEADT GORDON E 39921 APPLE AVE GREENFIELD, CA 93927-4621	220.29
910 003765000	PEREZ, BONNIE & JOHN 13983 MONTE DE ORO # 3 CASTROVILLE, CA 95012-2921	317.99

181 101005000	CARRANCO PHILLIP/AYALA JESSICA 325 MAHER RD ROYAL OAKS, CA 95076-9035	330.68
0197191005	KIRSTEN 5 SLEEPY HOLLOW DR CARMEL VALLEY, CA 93924-9149	1112.92
125 522034000	MENDOZA LEOBARDO C/LOZANO RAFA 7299 TUSTIN RD SALINAS, CA 93907-8579	427.25
261 063001000	MARTINEZ JOSE ANTONIO 1159 FONTES LN SALINAS, CA 93907-1813	745.85
237 061002000	JANDREAU CONNOR/JANDREAU MARTA 60051 MARTIN ST SAN ARDO, CA 93450	317.39
129222030000	HALL RONALD/LINDA 706 PARADISE RD SALINAS, CA 93907-9130	225.66
169-241-003-000	MOJTABA TAVAKOLIAN PO BOX 223685, CARMEL, CA 93922-3685	377.83
169 041013000	AGHA MAHIR & AGHA NADER PO BOX 2210 CARMEL VALLEY, CA 93924	139.62
129 083014000	ESTRADA RUBEN PEREZ JR ET AL 1972 SAN MIGUEL CANYON RD SALINAS, CA 93907	384.71
0129172004	DIAZ SYLVIA 6875 LAKEVIEW DR SALINAS, CA 93907-8722	474.74
419 351008000	KHALIDY DEAN M 45853 CARMEL VALLEY RD GREENFIELD, CA 93927-9748	445.58
117 321014	NAGAI SAMUEL 51 CAYETANO ST ROYAL OAKS, CA 95076-5207	290.92
129 172018000	AGHEGNEHU ABINAZER M/RACHEL JO 6945 LAKEVIEW DR SALINAS, CA 93907-8720	540.79
161 272022	RAWLINGS, KARI 20181 ANZA DR SALINAS, CA 93908	537.60

030 052017000	ALANIS JORGE/ALANIS IRMA 10490 BLEVINS WAY CASTROVILLE, CA 95012-2628	326.09
117 161004000	EL MERCADO POPULAR INC 688 E BORONDA RD SALINAS, CA 93906-3130	145.46
119 041008000	DUQUE ALFONSO PALACIOS/DUQUE M 244 LOCUST ST WATSONVILLE, CA 95076-5105	238.44
0030072006	LUIS GUADALUPE 11300 MEAD ST CASTROVILLE, CA 95012	126.57
0416322057AA	KUEHN RICHARD J 12740 SUNDACE LN CARMEL VALLEY, CA 93924-9483	468.50
113 081009000	ALVAREZ RUBEN/ALVAREZ MARTHA M 20230 WILDER CT SALINAS, CA 93907-1409	225.29
211-213-001-000	ORTIZ CENOVIO HERNANDEZ 19683 TOPAZ WAY, SALINAS, CA 93906-1344	1201.59
910 002828000	CORNISH JERRY M & TSUYAKO K 14010 ORILLA DEL AGUA # 268 CASTROVILLE, CA 95012	270.32
418-381-020-000	GARCIA COLTON T/GARCIA REBECCA 34352 PARAISO SPRINGS RD SOLEDAD, CA 93960-9664	746.16
125 081011000	MEDRANO JOSE ANTONIO MARTINEZ 9235 COKER RD SALINAS, CA 93907	515.59
261 081011000	BANUA LUCY F 16940 EL RANCHO WAY SALINAS, CA 93907-1702	400.68
211 081021000	AHUMADA, SANTOS TORRES & ELVIR 1 HEBERT RD SALINAS, CA 93906-1001	874.31
131 073016000	MARTINEZ-CORTES ARMANDO 27 SPRINT POINT RD #4 CASTROVILLE, CA 95012-9799	480.14
113 172023000	HERRERA JUAN M/MEDINA MARTHA H 81 RUSSELL RD UNIT B SALINAS, CA 93906-4325	489.30
125 171058000	MORTON MICHAEL K TRUST 17657 VIERRA CANYON RD SALINAS, CA 93907-3332	100.78

129 061034000	ALVARADO JESSE/AYALA DIANA 16963 CASTROVILLE BLVD SALINAS, CA 93907-9028	1088.34
125 551010000	GARCIA MARCOS ANTONIO 6755 TUSTIN RD SALINAS, CA 93907-8900	612.73
211041002000	BUSH DONNA 3635 SWEIGERT RD SAN JOSE, CA 95132	574.93
211 081042000	ZENDEJAS GILBERT JR 21148 VALLE SAN JUAN DR SALINAS, CA 93907-9203	30.89
211 121035000	RUELAS JOSE L/RUELAS-ALONZO ES 717 MIDDLEFIELD RD SALINAS, CA 93906-1006	1145.20
131 101011000	TERESI GRACE RASMUSSEN AOYAMA 845 DUNCAN AVE SAN JUAN BAUTISTA, CA 95045-9546	1625.18
141 071003000	CERAOLO ANGIE 5752 COUNTRY CLUB PKWY SAN JOSE, CA 95138	630.54
113 081003000	NM CPC 2170 PIEDMONT RD NE ATLANTA, GA 30324-4196	642.49
133 352003000	ACKERMAN MANDI V &ANDREW D 15190 OAK HILLS DR SALINAS, CA 93907-1139	888.43
910 002891000	JIMENEZ IRENE ALDUCIN & LORENZ 13951 MONTE DE ORO # 19 CASTROVILLE, CA 95012-2921	812.25
125 191045000	WHITMIRE KATRINA M TR 19698 VIERRA CYN RD PRUNEDALE, CA 93907	1296.45
113 201003000	WANG GEORGE SHUQUIN/ZHANG ANGE 3502 PINNACLE CT SAN JOSE, CA 95132-2432	2916.94
133 014004000	HOLZWART KOLLIN S 10070 EQUESTRIAN PL SALINAS, CA 93907-8841	1140.96
129-083-020-000	SHARMA NAZHAT PARVEEN 440 MERRILL RD SAN JUAN BAUTISTA, CA 95045-9605	204.23

113-191-009-000	MATA PROPERTIES LLC 332 PAUL AVE SALINAS, CA 93906-1241	932.49
910 000787000	SANTILLAN JULIO CESAR 51201 PINE CANYON RD SPC 94 KING CITY, CA 93930-9729	144.26
910-002-818-000	BALL GEORGE/NAZAT PARVEEN SHAR 440 MERRILL RD SAN JUAN BAUTISTA, CA 95045-9605	139.71
418 251028000	FADDIS DUSTIN EUGENE EARL 187 EL DORADO ST STE C MONTEREY, CA 93940-3126	437.22
030-126-008-000	GREEN Q LLC 9740 GOLF CLUB DR GRANITE BAY, CA 95746-6756	1162.79
211 181010	CORTES PEDRO CRUZ GARCIA 320 PINGREE WAY SALINAS, NA 93906-1343	238.98
009 112019000000	ESPINOZA, NICHOLAS 24742 PESCADERO RD CARMEL, CA 93923-9320	929.05
211 172013000	RUIZ, ANTHONY & NUNEZ, MICAELA 276 PINGREE WAY SALINAS, CA 93906-1341	233.59
211 014008000	BONNEVILLE KYLEE DRAKE 360 SAN JUAN GRADE RD SALINAS, CA 93906-3135	948.27
125 451003000	SILVA, ANDREA 10862 ASSISI WAY SALINAS, CA 93907-1602	871.07
109 232012000	CHEEMA FARM & PROPERTIES LLC 9725 COYOTE MOON LN GILROY, CA 95020-9669	757.50
127 171004000	MADRID VANESSA DOLORES 581 ECHO VALLEY RD SALINAS, CA 93907-8477	145.46
181 181002000	ARROYO RODOLFO QUIROZ JR 2264 SAN JUAN RD AROMAS, CA 95004-9033	946.11
117 372045000	DURAN JOSE MIGUEL/DURAN GUADAL PO BOX 297 WATSONVILLE, CA 95077-0297	484.80
127 141011000	CHAVEZ JOLEEN/CHAVEZ JOEL 572 ECHO VALLEY RD SALINAS, CA 93907-8421	629.03

910 002919000	ARDINGER JENNIFER R 14013 ORILLA DEL AGUA # 276 CASTROVILLE, CA 95012	259.51
133 072031000	CASTANDO RAUL 13613 MONTE DEL SOL # 124 CASTROVILLE, CA 95012-2914	843.06
910 000557000	WALTERS LOIS F 13977 MONTE DEL ORO # 6 CASTROVILLE, CA 95012-2921	144.62
910 003860000	GARCIA ANTHONY 13213 CIELO AZUL CASTROVILLE, CA 95012-2905	189.91
910003839000	LIMON AGUILAR JUAN 13518 AGUA DULCE SPC 176 CASTROVILLE, CA 95012-2904	843.06
133072031000	ENRIQUE MUNOZ 13512 AGUA DULCE # 173 CASTROVILLE, CA 95012	843.06
133 072031000	MHC-MONTE DEL LAGO 917 W WASHINGTON BLVD PMB 316 CHICAGO, IL 60607-2203	284.24
133 072031000	BAUER THOMAS 13362 BRISA DEL MAR SPC 298 CASTROVILLE, CA 95012-2931	580.66
910 000561000	SINKEVICH NINA/GRANT TANIA 13942 MONTE DEL ORO # 44 CASTROVILLE, CA 95012-2923	187.84
910002999000	DAVIS JEREMY/DAVIS CHARLOTTE 13516 AGUA DULCE 176 CASTROVILLE, CA 95012-2904	714.79
133072031000	LISA LEONARD 13528 AGUA DULCE SPC 180 CASTROVILLE, CA 95012	843.06
910 002934000	GARCIA PATRICIA GALVEZ/CAYETA 13352 BRISA DE MAR CASTROVILLE, CA 95012-2930	242.36
133 072031000	HERNANDEZ RAFAEL SALAZAR & ISI 13611 MONTE DEL SOL # 125 CASTROVILLE, CA 95012-2914	567.29
910 003101000	SOTO, HILDA ESQUIVEL & SALINA, 13935 MONTE DEL ORO # 27 CASTROVILLE, CA 95012-2911	843.06
910003299000	EZAZAGA M CLAUDIA I 13431 AGUA CALIENTE # 188 CASTROVILLE, CA 95012-2901	287.22

910 003741000	RODRIGUEZ RAMIREZ JESUS A 10550 SEYMOUR ST APT7 CASTROVILLE, CA 95012-2620	158.46
910003933000	CAMARILLO JIMENEZ SERGIO 13519 AGUA DULCE SPC 159, CASTROVILLE, CA 95012-2903	581.84
133 072031000	BAUER THOMAS 13362 BRISA DEL MAR SPC 298 CASTROVILLE, CA 95012-2931	1642.03
910002711000	CASTRO ERNESTO 13503 AGUA DULCE SPC 167 CASTROVILLE, CA 95012-2903	107.20
910003235000	SUAREZ JAIME/SUAREZ ADILEIN 13506 AGUA DULCE # 170 CASTROVILLE, CA 95012-2904	1642.03
133 072031000	ACEVES RAMON & SUJEY 13626 MONTE DEL SOL # 143 CASTROVILLE, CA 95012-2915	557.20
133072031000	MHC-MONTE DEL LAGO 917 W WASHINGTON BLVD PMB 316 CHICAGO, IL 60607-2203	1112.75
133 072031000	RAMSEY M SHERI 13616 MONTE DEL SOL # 138 CASTROVILLE, CA 95012-2915	1088.36
133 072031000	MHC-MONTE DEL LAGO 917 W WASHINGTON BLVD PMB 316 CHICAGO, IL 60607-2203	290.51
133072031000	MELINDA AGUILAR 13410 AGUA CALIENTE # 209 316 CASTROVILLE, CA 95012	843.06
125091089000	REED JORDANIA & DORANTES MIGUE 9340 KING RD SALINAS, CA 93907	942.33
125091088000	REYNOLDS JOSEPH S & DOREENA GU 9330 KING RD SALINAS, CA 93907	942.33
419331004000	COURTNEY VIRGINIA TR 42900 CARMEL VALLEY RD GREENFIELD, CA 93927	942.33
181191002000	FOXWORTHY ROBERT W & BONNIE K 1053 ELKHORN RD WATSONVILLE, CA 95076	942.33
127051042000	PEZZINI DINO J TR 6910 VALLE PACIFICO RD SALINAS, CA 93907	942.33

221143015000	SERRATO ALEX B JR 45100 ROYAL DR KING CITY, CA 93930	942.33
261091019000	HOFFMAN ERIC BRUCE & NANCY O C 16877 EL RANCHO WAY SALINAS, CA 93907	942.33
211061008000	JOSE A & OLGA G GARCIA 489 OLD NATIVIDAD RD SALINAS, CA 93906	375.49
231027003000	ZUNIGA JOSE E & ELISA 53265 MAIN ST KING CITY, CA 93930	942.33
416023035000	HOLBROOK MARK W & JOANN F TRS 27524 SCHULTE RD CARMEL, CA 93923	933.02
117 091008000	ORTIZ, FRANCISCO JU & CALUDIA 115 SANTA FE RDG APTOS, CA 95003-9643	189.29
117 301017000	AZVEVEDO JOSE L & AZEVEDO CREM 3 SIERRA ST ROYAL OAKS, CA 95076	819.35
125 501028000	VILLA LORENZO ARREOLA 8097 MESSICK RD SALINAS, CA 93907-1211	2030.21
133 431014000	CONTARINO FRANK J 4561 LONG HORSE CT LAS VEGAS, NV 89147-7915	519.07
419 361016000	OLSZANOWSKI JAY/OLSZANOWSKI MA 12 PROVINCETOWN CIR SALINAS, CA 93906-4465	585.84
031-162-067-000	SACKETT ERIC D/SACKETT SHANNON 18307 STEEDMAN ST MARINA, CA 93933-4973	1538.18
0416593045000	RODDA, KERRA OWRN 10653 HILLSIDE LN CARMEL, CA 93923-8050	420.47
030 074005000	VISTA INTERNATIONAL INC 3160 CAMINO DEL RIO STE 118 SAN DIEGO, CA 92108-3835	242.22
129 311006000	HOUSE OF PRAYER FELLOWSHIP 750 PARADISE RD SALINAS, CA 93907-9133	1997.97
231029014000	OLIVERA RUBEN & MARIA 53358 SAN BENITO ST KING CITY, CA 93930	986.45

211061029000	SANDOVAL ROSALBA 475 OLD NATIVIDAD RD SALINAS, CA 93906	1628.12
221144015000	DAVIS AMY 45120 MERRITT ST KING CITY, CA 93930	986.45
181032005000	ONTIVEROS MOISES & ESTHER TRS 61 LIVE OAK RD WATSONVILLE, CA 95076	1333.77
211214018000	SERRANO MAURILIO M 13032 JADE CIR SALINAS, CA 93906	1635.43
418 141022000	PALO COLORADO STONY ACRE ROCKY 257 BERRENDO DR MILPITAS, CA 95035	1521.21
107071033000	FALKENBERG LEROY SR TR 37735 PALO COLORADO RD CARMEL, CA 93923	976.49
117-281-022-000	MEJIA FELIX/MUNOZ BERTHA 106 SUDDEN ST WATSONVILLE, CA 95076-4375	1507.31
113 171010000	TELLEZ ERNESTO MENDEZ 272 ENGLAND AVE SALINAS, CA 93906	48.80
117 441016	GARCIA, GIOVANNI 1470 OAKLEAF DR ROYAL OAKS, CA 95076	1883.24
0117082022	ROBLEDO ROSA 5 BAY FARMS RD ROYAL OAKS CA, CA 95076	1302.77
139 411002000	KIPP, CHAP GARRETT & AMANDA M 26453 HONOR LN SALINAS, CA 93908-1570	310.35
145 052008000	SORIA JOSE (TE)/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1720.00
139 351004000	TORRENTE NICHOLAS MATTHEW TR 18070 STONEHAVEN DR SALINAS, CA 93908-1517	501.76
127 041031000	SOLIS JILBERTO & VERONICA 258 VEGA RD WATSONVILLE, CA 95076	497.68
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1753.74

117491005000	RAMIREZ JULIE ANN/RAMIREZ RUDO 1490 OAKLEAF DR ROYAL OAKS, CA 95076-9304	1426.89
0127081026	TULAO LUALEMANA 6029 TRIGO LN PRUNEDALE, CA 93907	720.42
0261092007	TAMAYO, LUCINA 430 VIRGINIA AVE SALINAS, CA 8317560213	689.12
119 121015000	CONTRERAS MARIA H 23 MELWOOD CT WATSONVILLE, CA 95076-2927	876.72
267 131013	CARBAJAL, ALLEN 3510 VIOLA DR AROMAS, CA 95004	1245.02
267082002000	NGUYEN LOC PHUOC 5286 MANDERSTON DR SAN JOSE, CA 95138	1613.57
910 000712000	REYES ADRIANA/REYES FRANCISCO 51201 PINE CANYON RD SPC 18 KING CITY, CA 93930-9723	723.26
133 194029000	VARGAS, BACILIO & MARIA 861 CACTUS CT SALINAS, CA 93905-4602	1733.32
125 561010000	OROZCO JOSE GUADALUPE GARCIA E 19550 VIERRA CANYON RD SALINAS, CA 93907	1164.80
129 241014000	UMEK APRIL B 519 STRAWBERRY RD ROYAL OAKS, CA 95076	1164.80
127-252-089-000	PINHEIRO ANTONIO LACERDA 1201 SAN MIGUEL CANYON RD, ROYAL OAKS, CA 95076-8421	1164.80
129097041000	TOLEDO JENNIFER/CHRISTOPHER 100 PARADISE RD SALINAS, CA 93907-8796	1462.65
133 013053000	VIGIL MARIA DEL CARMEN ORTIZ 9850 ROLLING MEADOWS LN SALINAS, CA 93907	1164.80
133-013-054-000	VALDEZ IMELDA, VALDEZ IGNACIO 9840 ROLLING MEADOWS LN SALINAS, CA 93907	1164.80
117 431006000	TORRES JESUS 364 VEGA RD ROYAL OAKS, CA 95076-9305	1145.66

119 292016000	REUSCHE IRMA ARMSTRONG/RAUL E 2465 GARIN RD ROYAL OAKS, CA 95076-5505	90.81
211-014-056-000	CLEMENA LANNALYN/CLEMENA ROBE 985 ROGGE RD SALINAS, CA 93906-1261	147.32
161-561-004-000	MAJORS FRANCES E 89 ROBLEY RD SALINAS, CA 93908	1151.38
416 361060000	SULLIVAN WILLIAM EDWARD (TE)/S 26215 RINCONADA DR SALINAS, CA 93908	1151.38
031304009000	INGRAHAM JONATHAN RICK 21703 ORD AVE MARINA, CA 93933	1151.38
416 361009000	LOCHRIDGE GUY III 48 CALERA CANYON RD SALINAS, CA 93908-9317	1151.38
131-073-005-000	RAMIREZ MIGUEL ALVAREZ 14485 RUSSO RD CASTROVILLE, CA 95012	1151.38
418 281016000	VALLETT JOHN R 21430 PARROTT RANCH RD CARMEL VALLEY, CA 93924-9359	1154.26
169 421005000	WILLIAMS R ALAN 40 TEHAMA CARMEL, CA 93923-9636	1151.38
117-372-027-000	MENERA SERGIO A 44 SUSAN ST ROYAL OAKS, CA 95076-5243	1083.98
187 611052000	HYLES MARK WILLIAM 24739 GUADALUPE ST CARMEL, CA 93923-8347	300.43
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1003.75
412 042003000	JUAREZ LAURA C/SANCHEZ AARON V 109 E HIGH ST WATSONVILLE, CA 95076-3903	536.16
0133402030	MAEZ, TIM 14620 CHARTER OAK BLVD SALINAS, CA 93907	314.32
0119081004	POWER, ERIN 25 WAUGH RD ROYAL OAKS, CA 95076-5625	120.56

189-272-004-000	RAHIMZADEH SHAIDA BEHNAM 25 PASO HONDO CARMEL VALLEY, CA 93924-9643	1656.33
127 441008000	SERRANO, FRANCISCO A JR 17653 HATCHERY HILLS CT SALINAS, CA 93907-8967	1139.48
1990310080	LEAH MCCORMICK 109 OLD STAGE RD SALINAS, CA 93908-9760	79.04
113 223009000	BOYS STADIUMS OF SALINAS PO BOX 3996 SALINAS, CA 93912-3996	2199.37
125 101016000	LATOURETTE JEFFREY EDWARD PO BOX 2110 CARMEL VALLEY, CA 93924	656.69
207-032-004-000	YUKI NOJO LLC 145 DAVIS RD SALINAS, CA 93908	2203.85
125 232006000	GONZALEZ HUMBERTO AVALOS 19280 MALLORY CANYON RD SALINAS, CA 93907	1813.59
125 273023000	ROLD JERID ORLAN & KIMBERLEE J 19541 MALLORY CYN RD SALINAS, CA 93907	821.33
031 167047	LOPEZ MICHAEL T 17714 REYNOLDS ST MARINA, CA 93933-5086	380.55
125 551005000	MORALES VERONICA 6711 TUSTIN RD SALINAS, CA 93907-8900	88.91
133 352005000	MAYERS IAN E 260 CAROL WAY APTOS, CA 95003-4238	132.27
187 042009000	GAUTIER RANDAL C TR 100 LINCOLN RD #642 MIAMI BEACH, FL 33139	2217.57
030 048012000	ISLAS JOSEPH JR & ALMA DIAZ 10661 HAIGHT ST CASTROVILLE, CA 95012	981.01
189 151020000	FISHER JESSCIA 300 W CARMEL VALLEY RD CARMEL VALLEY, CA 93924-9401	1066.42
127 081024000	ROGERS CANDIE G/ORTIZ TRISTIAN 6053 TRIGO LN SALINAS, CA 93907-8484	1122.82

101 231002000	SHORT CARLENE R (TE)/CARDEL MI 1528 SALINAS HWY MONTEREY, CA 93940-5251	189.24
030 226005000	AUSONIO APARTMENTS THE 11420 COMMERCIAL PKWY STE A CASTROVILLE, CA 95012-3214	170.63
009 231021000	SEASIDE REAL ESTATE & INVESTME 1940 SAN PABLO AVE SEASIDE, CA 93955	1435.80
030 071005000	RUIZ ABEL H 10701 DAVIS ST CASTROVILLE, CA 95012-2822	2442.49
0241331002	171 SPINDRIFT LLC 171 SPINDRIFT RD CARMEL, CA 93923	1654.18
141 121038000	CARRUTHERS DOUGLAS R/CARRUTHER 202 CARNEROS AVE AROMAS, CA 95004-9717	160.40
030 202015000	ALVAREZ BROTHERS LLC 8065 SAN MIGUEL CANYON RD SALINAS, CA 93907	2108.75
129 251008000	HANZLIK JAMES E JR & OLIVIA 371 STRAWBERRY RD ROYAL OAKS, CA 95076	1142.16
129 281008000	ROMERO LUIS T/DIAZ MARTHA 95 WALKER VALLEY RD CASTROVILLE, CA 95012-9774	1128.40
129012008000	REYNOLDS RESORTS LLC 32392 S HWY UNIT 170 LAGUNA BEACH, CA 92651	363.60
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1764.34
133 111018000	RAMIREZ JAVIER F & ROSA M TRS 1449 KIMBALL AVE SEASIDE, CA 93955	1773.88
129-201-05	RAMIREZ, ENRIQUE 1809 ELKHORN RD CASTROVILLE, CA 95012-9730	1424.01
231 027002000	VILLASENOR JUAN 53245 MAIN ST SAN LUCAS, CA 93954-2612	1800.98
139-261-025-000	NICOLOSI ANTONIO SR 17641 RIVER RUN RD SALINAS, CA 93908	1822.90

125 521001000	FOX THOMAS D & CAROL A TRS 45100 CARMEL VALLEY RD GREENFIELD, CA 93927-9756	1539.04
113 231013000	MENDOZA MARTINEZ GIBRIAN EDUAR 19195 BELLINZONA AVE SALINAS, CA 93906-1203	928.85
113 253013000	YBARRA, DELIA 19825 AUGUSTA CT SALINAS, CA 93906-1102	518.84
197-161-022-000	BANATAO TALA MARIA 2630 DIVISADERO ST SAN FRANCISCO, CA 94123-4621	572.55
237 055003000	NIXON ELMER N/NIXON TAMMY S 159 ROCK PRODUCTS RD HEBER SPRINGS, AR 72543-8945	2093.33
125 171017000	COTA ISMAEL RIVAS/GRIJALVA ANA 17679 VIERRA CANYON RD SALINAS, CA 93907-3317	1733.17
412 141053000	ENOMOTO GERALD F 521 JOYCE DR WATSONVILLE, CA 95076	917.83
231 031009000	LYONS, MARK & NOELIA 928 OSOS WAY PASO ROBLES, CA 93446-2306	2187.40
125 111010000	AGUILERA, GERMAN 9321 KING RD SALINAS, CA 93907-1404	1808.34
131 033003000	GARCIA ARMANDO/FRAGOSO REYES 15751 MERIDIAN RD SALINAS, CA 93907-9143	68.61
125 072018000	PEINADO, AMADOR & JUDITH VANES 9715 HILLVIEW TER SALINAS, CA 93907-1504	1144.99
267 102006000	GUTIERREZ LUIS F SOLORIO PO BOX 241 AROMAS, CA 95004-0241	1172.34
030 226003000	HARO EVELYN L TR 16268 BLACKIE RD SALINAS, CA 93907	981.66
113 102012000	COCONUT OAK LLC 3225 MCLEOD DR STE 777 LAS VEGAS, NV 89121-2257	1405.42
910 002619000	HENSLEY JAKE 8710 PRUNEDALE NORTH RD SPC 26 PRUNEDALE, CA 93907-3318	290.92

417 101009000	KVENILD SADIE 17789 CACHAGUA RD CARMEL VALLEY, CA 93924-9319	1106.71
117 431011000	RODRIGUEZ BRAULIO JESUS SALGA 384 VEGA RD ROYAL OAKS, CA 95076-9305	370.50
031 291088000	CAMERON, YVES VIDA 14814 KIT CARSON DR MARINA, CA 93933-5071	1014.75
187-431-004-000	MOHAMMED AZHAR RAJAB PO BOX 1046 CARMEL VALLEY, CA 93924-1046	251.64
412 101043000	GONZALEZ ROBERTO/GONZALEZ ROC 2487 TUCKAHOE TER ROYAL OAKS, CA 95076-9312	281.39
420 261013000	AVALOS RICARDO/KEVIN ANGELO 52625 PINE CANYON RD KING CITY, CA 93930-9635	1750.04
0030202033	EFREN GARCIA PUGA 11502 MAIN ST CASTROVILLE, CA 95012	296.41
0015311006	ROBERT CORLISS 25519 CARMEL KNOLLS DR CARMEL, CA 93923	977.96
131-151-006-000	DAI YUZHONG (TE)/ZHAO QIANYING 10374 MELISSA CT CUPERTINO, CA 95014-2620	1643.79
416 271020000	QURESHI CARINA E 161 SAN BENANCIO RD SALINAS, CA 93908	1203.69
011 733102	CORRAL MARIA DEL REFUGIO PO BOX 421 WATSONVILLE, CA 95076-5205	514.83
211 014084000	RODRIGUEZ MARISSA L/LIRA BALDE 12811 ROGGE VILLAGE LOOP SALINAS, CA 93906-1357	1773.08
139 351037000	FARAHMAND KARMEL PO BOX 384 SALINAS, CA 93902-0384	1330.05
211 191059000	MUNOZ, FILIMON & LETICIA 315 STIRLING RD SALINAS, CA 93906-1012	1655.76
113 231002000	BARTOLO-CERNA MAIRA L/MENDOZA 19265 BELLINZONA AVE SALINAS, CA 93906-1205	475.39

127 09100500000	BOWERS STEVEN P/BOWERS PEGGY J 6217 ECHO VALLEY CT SALINAS, CA 93907-8451	130.34
1269732625	PADILLA ROSA G/PADILLA JUANITA 5 SILL RD ROYAL OAKS, CA 95076-5621	1124.20
910-000-811-000	SANCHEZ NORMA ARELI 51201 PINE CANYON RD SPC 118 KING CITY, CA 93930-9732	1750.04
129-096-034-000	MORALES KIMM C SALAS 15630 PLAZA SERENA SALINAS, CA 93907-8716	806.43
030 088009000	LIU, WENZHI TE & ZHANG,LEILEI 1452 DOVE LN SUNNYVALE, CA 94087-3438	524.41
133292004000	AVINA JOSE LUIS/AVINA MONTANEZ 15310 OAK HILLS DR SALINAS, CA 93907-1140	1161.68
0413061032	ESCALANTE JESUS MALDONADO 63 STRUVE RD MOSS LANDING, CA 95039-9638	1745.55
145 052010000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1785.93
131 073023000	MUNOZ ABRAHAM C/MUNOZ ROSA S 8732 LILAC CT SALINAS, CA 93907-3303	70.17
181201023000	ONOFRE OSCAR I/BELMA ZUNIGA 16291 APRICOT LN ROYAL OAKS, CA 95076	855.86
125-021-00	JEFFREY HUGHLEY 17541 ORCHARD LN UNIT B PRUNEDALE, CA 93907	147.88
416 444008000	GALISTE SONJA SOLORIO/LEE JES 300 SAN BENANCIO RD SALINAS, CA 93908-9183	1123.12
0030086014000	GUZMAN, VICTOR OWNER 10801 GEIL ST CASTROVILLE, CA 95012	1253.88
125 103017000	NAVARRO CHARLIE & WARNER ALISO 19201 VIERRA CYN RD SALINAS, CA 93907	434.51
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1655.76

416 404012000	DRESSER BRENNA M TR 27815 MESA DEL TORO RD SALINAS, CA 93908	75.32
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1750.04
189-241-006-000	FOLSOM SHAWN/FOLSOM SHARON 821 KINLOU RD KINMUNDY, IL 62854-2175	1177.38
416-132-044-000	SEMAAN 2003 LIVING TRUST 11682 SADDLE RD MONTEREY, CA 93940	2724.54
0030042002000	PROPERTY OWNER 10720 DAVIS AVE CASTROVILLE, CA 95012	4019.86
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	1124.20
131 042017000	FLORES INVESTMENTS LLC & HOLDE 2 DOREY WAY MONTEREY, CA 93940-2507	1004.40
133 282014000	RODRIGUEZ LORENA/RODRIGUEZ PAU 15445 CHARTER OAK BLVD SALINAS, CA 93907-1107	490.80
221-152-011-000	HERNANDEZ SAUL M 45155 ROYAL DR KING CITY, CA 93930	2187.40
910 003096000	ORTIZ JOSE ALFREDO/ORTIZ JESUS 1900 HIGHWAY 1 #3 MOSS LANDNG, CA 95039	270.84
129 012004000	KUMAR SHAMEER/SOULE IRENE ASHA 8630 PRUNEDALE NORTH RD UNIT A SALINAS, CA 93907-8828	843.15
910 000625000	SORIA JOSE/SORIA MARIZELA PO BOX 6187 SALINAS, CA 93912-6187	402.46
117 141006000	FERNANDES, JOSE & MARIA L 48 MCGINNIS RD ROYAL OAKS, CA 95076-5795	1105.34
125 231003000	SPADY BRIAN KEITH 392 CRAZY HORSE CANYON RD SALINAS, CA 93907	285.60
129 311031000	RODRIGUEZ RICARDO ET AL 17270 GARLEN LN SALINAS, CA 93907	202.75

139 341007000	KRUEGER JAMES P & MARLENE M 18130 STONEHAVEN SALINAS, CA 93908-1520	1739.99
151 041024000	CUMMINGS DARLENE C 3525 LOCUST ST COTTONWOOD, CA 96002-8902	1040.10
423 20100400000	KING JOSHUA/FILIPPIN KAYLA 68200 DAFINO LN LOCKWOOD, CA 93932	1787.52
910-003-682-000	MONROY JAVIER JAVIER JR/MARTIN 1900 SALINAS RD SPC 82 MOSS LANDING, CA 95039-R001	281.87
161-431-003-000	FATHY JAKE JEREMIAH/FATHY STEP 22642 TORERO DR SALINAS, CA 93908-1038	978.77
129 011031000	RIOS ENRIQUE D & MARIA I 17369 MCGUFFIE RD SALINAS, CA 93907	2187.40
030 161031000	YASIN AHMAD K (TE)/YASIN MAJED 320 MESA RD SALINAS, CA 93908-9621	606.92
0261091028	LISETTE GERVASIO 408 BORONA RD SALINAS CA 93907, CA 93907-1701	573.83
0119241013	PARRA J TORRESO 274 LAS LOMAS DR ROYAL OAKS, CA 95076-5524	487.82
211-182-010-000	RAMIREZ EDGAR 182 GREENBRIAR WAY SALINAS, CA 93907-2100	1907.20
030 052002000	TAPIA JUSTINO 10640 BLEVINS WAY CASTROVILLE, CA 95012-2635	1112.20
031 166087	BRYNNA REILLY 15010 BRECKINRIDGE AVE EAST GARRISON, CA 93933	144.62
139 032005000	ROSS SCOTT 115 ENOS DR SALINAS, CA 93908	1071.36
0221143026	CAIN CAMARGO 45149 GRACE CIR KING CITY, CA 93930-9703	529.07
3022701800	JOE PINUELAS 11420 PLAMER ST CASTROVILLE, CA 95012-3136	2043.44

119 111039	ROBERT CORTEZ 354 BERRY RD WATSONVILLE, CA 95076	550.34
211 014091	RODRIGUEZ, JORGE 19822 GALIBAN VIEW DR SALINAS, CA 93906	1497.87
424 281018000	GIBSON, SHANNA 76671 HESPERIA RD BRADLEY, CA 93426-9680	2187.40
910 000723000	LOPEZ CESAR SOLIS 51201 PINE CANYON RD UN 30 KING CITY, CA 93930-9721	1750.04
4182610460	KEN MOORE 37200 NASON RD UNIT 47 CARMEL VALLEY, CA 93924-9333	1112.20
127 301023000	MOHSENIN, DARIUS 390 6TH AVE SANTA CRUZ, CA 95062-4660	702.56
187 512001000	LUSTER ROBERT GERALD III/HOLDE 71 LUPIN LN CARMEL VALLEY, CA 93924-9637	1112.20
169 071041000	HOPKINS PRESTON RILEY/HOPKINS 27475 LOMA DEL REY CARMEL, CA 93923-8423	276.86
030 321029000	REYES, JOSE ARMANDO 9628 KNOLLWOOD CT SALINAS, CA 93907-1070	580.76
161 171018000	CHISUM JOSH W 4701 CRESTA VERDE PL BAKERSFIELD, CA 93312-3975	667.84
031-302-013-000	WILSON STEFAN D 19319 STONEHENGE LN MARINA, CA 93933	1377.75
119 162005000	GUTIERREZ MARIA E/GARCIA FERMI 21 MILLER RD ROYAL OAKS, CA 95076-5541	1124.20
0161401005	ARMSTRONG IRVINE JR & CAROL V 16082 DARCIE LN SALINAS, CA 93908	1171.98
413-051-011-000	CONTRERAS JESS 79 SPRINGFIELD RD MOSS LANDING, CA 95039	2162.00
026 113101	MONICA CANO 972 NANTUCKET WAY SALINAS, CA 93906	1470.66

237 041013000	NAVARRO VICTOR MANUEL MAYA/NAV PO BOX 375 SAN ARDO, CA 93450-0375	474.88
181 161030000	TAPIA FRANCISCO JAVIER & TRINI 17 MAHER RD # C WATSONVILLE, CA 95076-9048	1008.31
127 331055000	LARA NARCISO JR & DIAZ ANAYELY 1339 SAN MIGUEL CANYON RD # A WATSONVILLE, CA 95076	225.29
125 181018000	MCCLELLAND SHAUNNA & GRILLI JO 17970 VIERRA CANYON RD SALINAS, CA 93907	431.38
031-303-073-000	BANCROFT MICHAEL B 14359 SHERMAN BLVD, MARINA, CA 93933-5254	402.53
169 041007000	WEAVER TODD & FORD GENEVIEVE 225 CROSSROADS BLVD STE 434 CARMEL, CA 93923	240.74
030 331005000	VALDEZ, ARTURO AGUAYO 10821 HAIGHT ST CASTROVILLE, CA 95012-2880	370.79
187 541021	OWNER 22 STORY RD CARMEL VALLEY, CA 93924-9510	1733.75
257 181006000	TAVAREZ ENRIQUE L/MALLOBOX NAT 35650 EAGLE RDG SOLEDAD, CA 93960-9708	1262.83
030 246008000	MEDRANO FLORIDA T TR 11560 JACKSON ST CASTROVILLE, CA 95012	274.35
127-331-018-000	GOMEZ JAIME/GOMEZ JENNEVY 1395 SAN MIGUEL CANYON RD ROYAL OAKS, CA 95076-R004	1313.08
211 112016000	MALDDONA PEREZ EMILIO OWNER 695 MIDDLEFIELD RD SALINAS, CA 93906	2198.92
418031018000	S T C RENEWALS & SERVICES LTD PO BOX 2273 REHOVOT 76122 ISRAEL, 93923-8137	848.61
0231025003	VILLASENOR EUSTOLIA PO BOX 211 SAN LUCAS, CA 93954-0211	1159.05

211 121034000	SORIA ALEXANDRO DIEGO 721 MIDDLEFIELD RD SALINAS, CA 93906	1750.04
125-132-031-000	SCHMIDT ROBERT/SCHMIDT DANA 8491 SUNNY OAK TER SALINAS, CA 93907-3300	104.34
221 154017000	GONZALEZ, ISLA 45305 ROYAL DR KING CITY, CA 93960	1177.31
237 042010000	CHRISTENSEN TOM B/CHRISTENSEN 179 NIBLICK RD # 349 PASO ROBLES, CA 93446	2580.58
211 212011000	VARGAS, MARIBEL & SANCHEZ, LIZ 12924 JADE DR SALINAS, CA 93906-1351	308.54
241 182020000	CORTOPASSI HEIDE S TR PO BOX 1444 PINECREST, CA 95364	218.76
910 000791000	DURAN CONNIE RIOS 238 SUSSEX WAY KING CITY, CA 93930	562.10
910 000724000	ZUNIGA HUGO/CORTEZ IRENE 51201 PINE CANYON RD SPC 31 KING CITY, CA 93930-9724	933.99
231029012000	SEBASTIAN JOSE ADRIAN BASILIO 516 BASSETT ST KING CITY, CA 93930	1750.04
181 051012000	NDEZ DE LOPEZ, MARIA G F TRUST 736 HALL RD WATSONVILLE, CA 95076-5731	1522.99
127-252-044-000	LANDA RENE 1253 SAN MIGUEL CANYON RD ROYAL OAKS, CA 95076-9145	2090.87
030 077018000	MONDRAGON GRACIELA CRUZ 10340 GEIL ST CASTROVILLE, CA 95012-2510	1079.21
0243331004000	ELIZABETH MOLDOW 30590 AURORA DEL MAR CARMEL, CA 93923	420.55
413-051-024-000	TILLERY JEFFERY/TILLERY BECKY 942 LAKE VILLAGE DR WATSONVILLE, CA 95076-3434	1728.75
129 083022000	SORIA JOSE & MARIZELA TRS PO BOX 6187 SALINAS, CA 93912	1753.46

151 041030000	BRIGGS MARIZE H 376 CORRAL DE TIERRA RD SALINAS, CA 93908	460.50
416 027005000	PROPERTY MGR 11565 RANCHO FIESTA RD CARMEL VALLEY, CA 93924-9458	1112.20
221 141004000	WILLIAMS MICHELLE 45055 CROWN AVE KING CITY, CA 93930-9747	177.80
141 012008000	CLARK CLIFFORD/ 2920 SAN JUAN RD AROMAS, CA 95004-9752	1750.04
127 061042000	ROMERO JOSE 18035 LILLIAN LN SALINAS, CA 93907-8534	562.51
127291024000	BUCIO ANGEL GONZALEZ 17115 WILSON WAY ROYAL OAKS, CA 95076-9157	2053.54
018 943300900	SHIRLEY , RICHARD 21 A EL CUENCO CARMEL VALLEY, CA 93924	220.80
131 041016000	ALLEN RICHARD N/ALLEN PAULINE PO BOX 42 CASTROVILLE, CA 96006-0042	351.94
189-242-010-000	DUNN LAURA L FAMILY TRUST 25 PASO MEDIANO CARMEL VALLEY, CA 93924-9644	1114.04
417 111010000	PASINSKY KATARINA 36 A SOLEADO DR CARMEL, CA 93924-9197	1728.75
117-411-027-000	JEWELL KENNETH PO BOX 658 AROMAS, CA 95004-0658	1355.68
119 181029000	FERNANDEZ DAVID 2830 EMMANUEL CT ROYAL OAKS, CA 95076-5550	490.84
235-144-006-000	BENAVIDES JOE/KENNETTE TAYLOR 46325 PINE MEADOW DR KING CITY, CA 93930-976	1155.21
129 083020000	BALL GEORGE & NAZAT PARVEEN SH 440 MERRILL RD SAN JUAN BAUTISTA, CA 95045	1124.20
221-133-01	BRITO, ANDREA 51125 PINE CANYON KING CITY, CA 93930-9615	1381.42

211161011000	CEBALLOS RAYMOND M 46 NORMAN WAY SALINAS, CA 93906-1329	466.60
910 002785000	GONZALEZ, NICOLAS PO BOX 304 GREENFIELD, CA 93927-0304	1750.04
125 391017000	OGASAWARA JEANINE YIP/FABRIZI 1807 JACKLYN CT ROYAL OAKS, CA 95076-5320	1260.98
125-082-020-000	RUBIO AUGUSTINE/RUBIO ADAM 18860 PESANTE RD SALINAS, CA 93907-1451	1750.04
009 102017	NEW OWNER 2963 ALTA AVE CARMEL, CA 93923-9344	407.28
0211041008000	MACIEL PETER A 661 OLD STAGE RD SALINAS, CA 93908-9505	2187.40
1504201000	OWNER 4140 MARQUERITA WAY CARMEL, CA 93923-8814	1816.94
127 051009000	WRIGHT GERALD J/WRIGHT DONNA J 7198 VALLE PACIFICO RD SALINAS, CA 93907-8536	501.35
125-431-004-000	MILLS DANA L/MILLS PAULINE L 155 SAN BENANCIO RD SALINAS, CA 93908-9143	2235.38
189 061010000000	GHEEN ELIZABETH A PO BOX 1475 CARMEL, CA 93924-9415	128.77
127 071002000	MAGNER-RAMIREZ LISELL A 225 HARRINGTON RD ROYAL OAKS, CA 95076	1124.20
127 071001000	CAUDILLO JOSE G 910 KENT CIR SALINAS, CA 93906	2224.88
910 000811000	SANCHEZ NORMA ARELI 51201 PINE CANYON RD SPC 118 KING CITY, CA 93930-9732	1124.20
117 372010000	ZABALA, CARMEN ROCHA 12 GONDA ST ROYAL OAKS, CA 95076-5215	253.84
015 021030000	KEENE MAXINE 26520 VAL VERDE DR CARMEL, CA 93923-9501	1195.78

125 391017000	OGASAWARA JEANINE YIP/FABRIZI 1807 JACKLYN CT ROYAL OAKS, CA 95076-5320	152.42
009 14101600000	HYLES MARK WILLIAM 122 CHAPARRAL RD CARMEL VALLEY, CA 93923-8347	273.95
031303057000	GUTIERREZ EDGAR /APARICIO CARO 21568 ORD AVE MARINA, CA 93933-5236	432.22
189 021007000	J & R FAMILY PROPERTIES LOWERR 450 W CARMEL VALLEY RD CARMEL VALLEY, CA 93924-9417	1169.83
127 322007000	BOUDREAULT STEVEN ROGER 781 MAHER RD ROYAL OAKS, CA 95076-9027	85.75
125 072025000	OSBORN GREGORY TODD & JENNIFER 9750 HILLVIEW TERRACE SALINAS, CA 93907	32.40
109 113001000	LARICK JUSTIN MONTE/LARICK SAN PO BOX 343 CHUALAR, CA 93925-0343	655.23
231 026009000	PATEL, RACHANA 202 ROCHEX AVE SALINAS, CA 93906-3423	2187.40
0030226004000	PROPERTY MANAGER 11431 JACKSON ST CASTROVILLE, CA 95012	1728.75
127 331019000	RENTERIA JUAN & HERNANDEZ CAND PO BOX 308 WATSONVILLE, CA 95077	217.90
261 031009000	LOPEZ ISIDRO CIBRIAN PO BOX 394 LOCKWOOD, CA 93932-0394	1279.15
031 292019000	MILLARES MARIE-BETH/CERDENOLA 17318 LOGAN ST MARINA, CA 93933-5255	1112.20
011 917201100	ARTIGA, YURITZA 147 LAS LOMAS DR ROYAL OAKS, CA 95076-5513	1759.51
416 193013000	LEE LAWRENCE E 24700 BIT RD MONTEREY, CA 93940-6601	1702.01
131 073019000	BARTOLO RAFAEL 14565 RUSSO RD CASTROVILLE,, CA 95012	1772.80

241 093001000	SPECTOR, JEROME 1658 EL CAMINO REAL SAN CARLOS, CA 94070	978.77
267 083008000	SILVA SERGIO E/SILVER CELIA A 2765 SUMMERLAND RD AROMAS, CA 95004-9120	416.64
19121029000	SOLIS JOSE V 24 WILLOW RD #C WATSONVILLE, CA 95076-5610	1750.04
119 152021000	MONTANEZ JORGE TR 32 LAS LOMAS DR WATSONVILLE, CA 95076	82.45
133 111022000	HERRERA JORGE 16800 MERIDIAN RD SALINAS, CA 93907-8706	1124.20
127 381027000	ARREOLA NICOLAS II/ARREOLA L 801 KOONCE RD HERMITAGE, PA 16148-2429	1124.20
133 111003000	SHEA ROBERT J 16540 MERIDIAN RD SALINAS, CA 93907-8781	2624.79
117 091005000	DELGADILLO MANUEL G TR & DEL PO BOX 7461 SANTA CRUZ, CA 95061	2372.72
119 251012000	SLUSHER LINDA MAE & NAGAI SAMU PO BOX 735 WATSONVILLE, CA 95077-0735	853.02
910 000714000	ARGUETA BALDOMERO 51201 PINE CANYON RD SPC 20 KING CITY, CA 93930-9723	1750.04
169 233005000	MCCOY KEVIN 27952 BERWICK DR CARMEL, CA 93923-8509	1112.20
133 402031000	CLOWER ERIC ORRIN SR/CLOWER JE 14616 CHARTER OAK BLVD SALINAS, CA 93907-1016	2180.29
030 113020000	GARCIA, REYNALDO & MARIA C PO BOX 80 CASTROVILLE, CA 95012-0080	284.24
125 143032000	GARCIA LOUIS THOMAS/MILLER EDW 8651 BERTA CANYON CT SALINAS, CA 93907-1338	2184.65
211 111021000	MACIEL PETER/MACIEL GABRIELA 669 MIDDLEFIELD RD SALINAS, CA 93906-1004	1823.28

1310530040	LINDA RIVAS 800 D OLAN RD UNIT 33 MOSS LANDING, CA 95039-9707	856.23
133 023021000	TODD MARICELA C 8965 PRUNEDALE RD S SALINAS, CA 93907-8881	1505.42
181 023003000	HUDSPETH LUISA ARACELY ETAL 30 JOHNSON RD #B ROYAL OAKS, CA 95076	1134.60
141 011005000	SCHMEECKLE BEVERLY ANN 170 DUNBARTON RD AROMAS, CA 95004-9137	2187.40
015 131013000	CHOPIN ENTERPRISES 121 FERN CANYON RD CARMEL, CA 93923	275.66
416 271003000	OWL TREE RANCH LLC 1479 SPRING BRANCH RD WALLA WALLA, WA 99362	943.77
113 121012000	ALDRETTE JESSE III PO BOX 4473 SALINAS, CA 93912	695.93
030 211017000	O DONOVAN SHERRY 7942 LAVENDER LN SALINAS, CA 93907-1204	2162.00
030 074005000	VISTA INTERNATIONAL INC 3160 CAMINO DEL RIO UNIT 118 SAN DIEGO, CA 92108	112.20
030 072006000	BRACAMONTES JORGE L ET AL 11300 MEAD ST CASTROVILLE, CA 95012	1198.32
127 371008000	GAONA MARTHA 2057 SAN MIGUEL CANYON RD SALINAS, CA 93907	827.99
145 161045000	JAIME VERONICA PO BOX 814 CHUALAR, CA 93925	1502.05
139 42403100000	CONTRERAS MARTHA 27848 CROWNE POINT DR SALINAS, CA 93908-1598	72.60
129 191019000	VASQUEZ, FRANCES & GUZMAN, JOE 149 HIDDEN VALLEY RD ROYAL OAKS, CA 95076-9273	1926.86
125 501019000	GARL SCOTT 8190 MESSICK RD SALINAS, CA 93907-1207	275.34

211 151033000	DUARTE JOSE LUIS BALLIN PO BOX 1043 AROMAS, CA 95004-1043	933.63
129097047000	LOPEZ RAMON/LOPEZ CIRILA 7495 LEAFWOOD DR SALINAS, CA 93907-8798	1750.04
133013025000	PROPERTY OWNER 16370 BLACKIE RD SALINAS, CA 93907-8855	351.43
0139021005	REBECCA HUTTON 225 RIVER BEND SALINAS, CA 93908	1687.18
009 202031000	MERIVALE, PHILIPPA/MANOR HOUSE OLD MANOR GARDENS COLYFORD CARMEL, CA 93923-8232	1112.20
131051021000	DAI YUZHONG 5151 CORPORATE DR TROY, MI 48098	2195.28
031 292028000	FAREEDZAI LUTFULLAH/MOGHULZAI 15077 BRECKINRIDGE AVE MARINA, CA 93933-5089	144.62
119 212001000	LAS LOMAS MANAGEMENT LLC 212 LAS LOMAS DR ROYAL OAKS, CA 95076-5516	1210.59
125 01403500000	MASSERA JACK VINCENT 10195 REESE CIR SALINAS, CA 93907-1545	1750.04
0261073006000	HERNANDEZ OLEGARI 2 RANDALL RD SALINAS, CA / 93907	52.79
131 042005000	GARCIA ELIBERTO S/FIGUEROA ROS 511 SAINT ALBANS WAY SALINAS, CA 93905-1645	2358.12
412 012016000	GONZALEZ, ALVARO 17000 BLACKIE RD SALINAS, CA 93907-8873	1750.04
133191021000	TRUNNELL BLAINE N/MARCY 9 MADRONE AVE SAN FRANCISCO, CA 94127	488.20
139 424034	JOSE RODRIGUEZ 27531 CROWNE POINT LN SALINAS, CA 93908	135.51
417 221007000	RUELAS RAMON LOPEZ & BAZALDUA 22 TRAMPA CANYON RD CARMEL VALLEY, CA 93924-9343	694.53

117 331034	VILLEGAS. SAYRA 18 BROOKLYN ST APT A ROYAL OAKS, CA 95076-5290	558.08
0139341025	ROSE, CODY 18198 STONEGATE CT SALINAS, CA 93908	1075.49
127291005000	ACEVES ADOLFO BRACAMONTES 17055 WILSON WAY ROYAL OAKS, CA 95076-9136	1701.79
145 052001000	CARRILLO BALVINA RODRIGUEZ/FLO PO BOX 232 CHUALAR, CA 93925-0232	134.82
009 172003	OWNER 25180 HATTON RD CARMEL, CA 93923-8369	968.20
261 041027000	MADISON 1132 LLC 1432 OLD BAYSHORE HWY SAN JOSE, CA 95112	251.33
127 191029000	JIMENEZ PEDRO NARVAEZ JR TR ET 182 VIA DEL SOL RD SALINAS, CA 93907	26.49
181 041009000	MAGDALENO GUILLERMO T 291 LIVE OAK RD ROYAL OAKS, CA 95076-5736	1084.20
030-123-003-000	RIMANDO T & S LIVING TRUST 11195 SANCHEZ ST CASTROVILLE, CA 95012-2539	195.60
022 115500	TERRY CERVANTES 45230 MERRITT ST KING CITY, CA 93930	1022.76
030 071019000	RUBIO MIGUEL A 233 MONTEREY ST SALINAS, CA 93901-3408	1650.72
141 091004000	CHILDRESS ROBERTA LOUISE PO BOX 781 AROMAS, CA 95004-0781	1773.69
412 091042000	CHAVEZ HUMBERTO JR 842 B SAN MIGUEL CANYON RD #B ROYAL OAKS, CA 95076	1719.31
119 231011000	ANGUIANO ELIA/ANGUIANO BERENIC 87 CLAUSEN RD ROYAL OAKS, CA 95076-5503	2187.40
117 301017000	AZVEVEDO JOSE L & AZEVEDO CREM 3 SIERRA ST ROYAL OAKS, CA 95076	660.47

424 281004000	BLACK DAVID W 611 EL CAMINO PARAISO HOLLISTER, CA 95023-4210	1539.51
187 441027000	STANLEY LAURIE E 111 WHITE OAKS LN CARMEL VALLEY, CA 93924-9650	139.14
261 111023000	BROWN, KENNETH RAYMOND & KIKO 457 HYLAND DR SALINAS, CA 93907-1798	924.27
0125522034	BATES, JENNIFE 7297 TUSTIN RD PRUNEDALE, CA 93907	1750.04
910 000994000	FLAMMINI CHARLES & TERRY 37200 NASON RD SPC 18 CARMEL VALLEY, CA 93924-9326	1112.20
1894310040	VAUGHAN, MANDY 9 CAMINO DE TRAVESIA CARMEL VALLEY, CA 93924-9724	300.00
129092011000	VAQUERA FERMIN/VAQUERA MADALI 520 PARADISE RD SALINAS, CA 93907-9120	1750.04
133023010000	SAWYER BONNIE ANN 8990 PRUNEDALE SOUTH RD SALINAS, CA 93907-8813	1124.20
125 181009000	KIRKPATRICK AJ 18128 VIERRA CANYON RD SALINAS, CA 93907	1124.20
113191008000	AVALOS GERARDO VARGAS 108 ROGGE RD SALINAS, CA 93906	1124.20
113131009000	TORREZ ANABEL/TORREZ JOSE A 11050 RALPH LN SALINAS, CA 93907-1621	1124.20
181 081002000	ELSOKKARY SABRY H (TE)/ELSOKK 240 MAHER RD ROYAL OAKS, CA 95076-9006	1135.38
181 032026000	ZEPEDA EVA K/RAMIREZ MORALES S 127 LIVE OAK RD ROYAL OAKS, CA 95076-5732	1159.05
030 202025	DIAZ, LEVI 11381 GEIL ST CASTROVILLE, CA 95012-3113	68.20
031 302042000	WOZNIAKOWSKI ADAM C ET AL 19110 FALLINGWATER LN EAST GARRISON, CA 93933	827.47

030-211-01	IGNICIO, ALDAIR 11369 DEL MONTE AVE CSTORVILLE, CA 95012	1547.92
030 321023	JOSE PEREZ 11365 KOESTER ST CASTROVILLE, CA 95012	1728.75
235-151-035-000	KING DOUGLAS G/KING ERIN M 45070 ROYAL DR KING CITY, CA 93930-9704	1372.44
173 111015000	ATAIDE CRAIG LEWIS/ATAIDE LAUR 25215 CASIANO DR SALINAS, CA 93908-8958	981.41
0211214010	ANTHONY AND LINDA 13045 ONYXCT SALINAS, CA, CA 93906	1902.99
011924103688	OFELIA GAGETANO 279 LA LOMAS DR WATSONVILLE, CA 95076	1384.46
012 716103	CARLOS PALACIOS 395 ECHO VALLEY RD SALINAS, CA 93907	1750.04
129 083042000	MAYNARD JASON/CAPINPIN JANETH 16100 AVERY LN SALINAS, CA 93907-8764	1124.20
181 033003000	ORTIZ FRANCISCO JR/TOVAR CLAUD 115 SANTA FE RDG APTOS, CA 95003-9643	984.85
418-321-008-000	HOUSER PATRICK LEE/HOUSER SILA 39450 TASSAJARA RD CARMEL VALLEY, CA 93924-9385	139.62
173 041004	CLARK, DEANNA 36 SECA PL SALINAS, CA 93908	1522.00
129 083021000	SORIA JOSE & MARIZELA TRS PO BOX 6187 SALINAS, CA 93912	52.33
221 15400300000	REYNA HERNANDEZ 45290 MERRITT ST KING CITY, CA 93930	91.88
109 06100300000	SERRANO JUNE A LIVING TRUST 40931 PINE AVE GREENFIELD, CA 93927-4409	1379.93
261 091027000	SCHIVELEY PAUL (TE)/SCHIVELEY 408 BORONDA RD SALINAS, CA 93907-1701	1774.32

129 041008000	COYT JESUS/COYT CARIE 8280 PRUNEDALE NORTH RD SALINAS, CA 93907	684.07
127 322006000	INGRAHAM DONNA SUE PO BOX 6642 SALINAS, CA 93912-6642	61.68
0161321006	NEW OWNER 22594 VERONICA DR SALINAS, CA 93908	517.84
030 052016000	GARCIA JESUS T 10500 BLEVINS WAY CASTROVILLE, CA 95012-2630	1112.20
181 251007000	CORONA BROTHERS PROPERTIES LLC PO BOX 6024 SALINAS, CA 93912-6024	772.11
030-011-019-000	DON CHAPIN COMPANY LLC THE 560 CRAZY HORSE CANYON RD SALINAS, CA 93907-8434	394.12
129 083022000	SORIA JOSE & MARIZELA TRS PO BOX 6187 SALINAS, CA 93912	393.87
125 051005000	LATTA BRIAN C/FEURTADO WALTON 60 CARLSON RD SALINAS, CA 93907-1309	424.55
161 481004	DIAZ, ALEJANDRO 19307 CREEKSIDE CIR SALINAS, CA 93908	1213.35
131 073023000	MUNOZ ABRAHAM C/MUNOZ ROSA S 8732 LILAC CT SALINAS, CA 93907-3303	1112.20
139 421013	OWNER 19559 CORTINA CT SALINAS, CA 93908	689.53
131 073023000	MUNOZ ABRAHAM C/MUNOZ ROSA S 8732 LILAC CT SALINAS, CA 93907-3303	853.91
119 301014000	COLBECK JULIAN (TE)/BERNAL DEL 2481 RIFLE RANGE DR ROYAL OAKS, CA 95076	529.64
910 003535000	BALL MICHAEL R JR 800 DOLAN RD SPC 39 MOSS LANDING, CA 95039-9708	1528.75
0155410440	C JOE 400 RIO VISTA CARMEL, CA 93923-8640	1112.20

119 162005000	GUTIERREZ MARIA E & GARCIA FER 21 MILLER RD ROYAL OAKS, CA 95076-5541	846.00
131 073023000	MUNOZ ABRAHAM C/MUNOZ ROSA S 8732 LILAC CT SALINAS, CA 93907-3303	1112.20
125 232004000	IZQUIERDO MARIE MARQUEZ 1601 LITTLE RIVER DR SALINAS, CA 93906	1124.20
189 341009000	GRIJALVA OSCAR CUEN JR PO BOX 223205 CARMEL, CA 93922-3205	2205.89
129 097048000	LIMTIACO EVELYN 178 PARADISE RD SALINAS, CA 93907-8796	200.67
261-072-001-000	WANG CHAODONG/QI DE 10119 LINDA ANN PL CUPERTINO, CA 95014-3199	2409.71
030-084-003-000	AYALA JAVIER ALMANZA 1460 RICO ST CASTROVILLE, CA 95012-2846	356.81
030 272009000	ROCHA JESUS 11764 MERRITT WAY CASTROVILLE, CA 95012-3026	1855.00
129 031043000	SEGURA JOSEPH/LEWIS AMY E 17725 COUNTRYSIDE CT SALINAS, CA 93907-9045	526.49
113 112011000	IZQUIERDO MARIE MARQUEZ 1601 LITTLE RIVER DR SALINAS, CA 93906-4841	1750.04
129 101022000	GARCIA VINCENT R/GARCIA MARISE 461 PARADISE RD SALINAS, CA 93907-9115	1795.40
231 026007	PATEL RACHANA 1149 N MAIN ST SALINAS, CA 93906-3614	1750.04
237 053008000	RILEY JUDY PO BOX 63 SAN ARDO, CA 93450-0063	1658.19
0257081023	MARTINEZ ROQUE RUIZ PO BOX 1309 GOZANLEZ, CA 93926-1309	1050.04
0261041006	RUBIO RICARDO 16 MUROC ST SALINAS, CA 93907	1751.00

0015201011	WARREN FAMIY TRUST 6490 CARMEL VALLEY RD CARMEL VALLEY, CA 93923-9510	223.76
2351510300	DIAZ ELIZABETH 46485 PINE MEADOW PL KING CITY, CA 93930	1750.04
030 083010000	TRAN, CHAN T 11430 CRANE ST CASTROVILLE, CA 95012	171.02
418 041019	PABEN, THAREN 37409 PALO COLORADO RD CARMEL, CA 93923	1728.75
231 031008000	FRANCO, JOSE & REINA 53514 STARR ST SAN LUCAS, CA 93954	2187.40
012 7252009000	BONILLA, LIBIA 250 MAHER RD ROYAL OAKS, CA 95076	554.73
127 371012000	SHIRK, CLINT 17535 POND DEROSA LN SALINAS, CA 93907-8846	1860.97
030 041006000	RICO, LUIS RUBIO 10661 AXTELL ST CASTROVILLE, CA 95012-2618	247.36
109281019000	MITTELSTEADT GORDON E 39921 APPLE AVE GREENFIELD, CA 93927-4623	688.28
416 452008000	HILL, RITA & ALLEN, EMILE 3003 LOIBERTY CT MARINA, CA 93933	952.91
125 232053000	ORDAZ FRANCISCO CERVANTES ET 963 MELBOURNE BLVD SAN JOSE, CA 95116	1124.20
129 097047000	LOPEZ, RAMON & CIRILA 7495 LEAFWOOD DR PRUNEDALE, CA 93907	2137.40
117 262008000	LOPEZ MAURICIO/RODRIGUEZ ROSA 40 LEWIS RD ROYAL OAKS, CA 95076-5303	1646.05
181 041004000	DUESDIEKER LIEZL ANNE FAILANO 314 LIVE OAK RD ROYAL OAKS, CA 95076-5727	1124.20
229 051007000	SCHROEDER, PATRICIA 328 MONTEREY DUNES WAY MOSS LANDING, CA 95039	1926.54

211 131023000	ESTRADA, JESUS & JENNIFER 746 MIDDLEFIELD RD SALINAS, CA 93906	77.44
243132006000	VON STAUFFENBERG LILLIAN WANG 2225 RIDGEPOINTE CT WALNUT CREEK, CA 94596-5774	2963.24
125 231007000	VASQUEZ IMELDA 19521 MALLORY CANYON RD SALINAS, CA 93907	1159.05
189 252009000	LANDRY JESSE W/LANDRY BRYONY L 71 PASO HONDO CARMEL VALLEY, CA 93924-9646	139.62
119 211025000	ROCHA ISMAEL CORTEZ/DE CORTEZ 193 LAS LOMAS DR ROYAL OAKS, CA 95076-5562	1077.29
031 165058000	BMC EG VILLAGE LLC 99 ALMADEN BLVD #400 SAN JOSE, CA 95113	729.04
261 091037000	GIDA, ZAINAB 23 WIGHTMAN CT DANA POINT, CA 92629	2187.40
011 3171008000	SABADO MARIA A 275 PAUL AVE SALINAS, C A / 93906	1555.47
031166027000	MOSQUERA THALVICK A/MEGAN E 16510 ALEXANDER LN EAST GARRISON, CA 93933	1418.44
910 002912000	GRUPE, MARGARET 12350 CHRISTENSEN RD #106 SALINAS, CA 93907	129.75
267 092004000	MUNOZ, JUANA & OSCAR 300 CARPENTERIA RD AROMAS, CA 95004	1821.82
231 038007000	RODRIGUEZ, MANUEL & DIANA PO BOX 1181 KING CITY, CA 93930	1312.62
000929400600	PANASTASIO, ANDREA 3488 LAZARRO DR CARMEL, CA 93923	845.47
117 201010000	EQUITY PRESERVATION INC 650 SARATOGA AVE SAN JOSE, CA 95129	1707.94
261 101004000	CARRILLO, CALDERON ALMA 13 HIGUERA LN SALINAS, CA 93907	439.30

009 322004000	HART, LESTER & JORDAN, ANGELA 3273 TREVIS WAY CARMEL, CA 93923	827.09
0181111017000	CORONA, RAYMOND PO BOX 125 SEASIDE, CA 93955-0125	824.20
129 241025000	NAREZ REYNALDO & ESPINOZA JULI PO BOX 1686 CASTROVILLE, CA 95012	279.15
107061007000	MONTOYA JOSEPHINE A 1151 OLD STAGE RD SALINAS, CA 93908-9765	3100.91
125 081050000	DAI, YUZHONG & ZHAO, QIANYING 10374 MELISSA CT CUPERTINO, CA 95014	1193.86
129 102012000	HAMBLETON, ANTHONY & WAROFF, E 15830 AVERY LN SALINAS, CA 93907	2187.40
231 036009000	VILLASENOR, JUAN PO BOX 824 KING CITY, CA 93930	1124.20
127 131020000	HULDEN, JENNY & KETCHUM, DAVID 6205 TUSTIN RD SALINAS, CA 93907	1229.27
015 201008000	SERROW , JASONA 6325 BROOKDALE DR CARMEL, CA 93923-9582	678.34
133 021008000	ZEPEDA ELVIRA/FLORES CHRISTIAN 9847 PRUNEDALE SOUTH RD SALINAS, CA 93907-8888	2187.40
127 021027000	RAGSDALE, GEORGE 18060 MORO RD SALINAS, CA 93907	223.75
910 000996000	HARBER VICKI 18800 CACHAGUA RD SPC 25 CARMEL VALLEY, CA 93924-9331	416.92
139 123009000	RODRIGUEZ, MICHAEL 22581 MURIETTA RD SALINAS, CA 93908	1522.00
133 094005000	ACOSTA ZENNY G/ACOSTA JUAN V 6043 SAMUELSON ST BAKERSFIELD, CA 93313-5954	654.70
030 048007000	RODRIGUEZ RICHARD G/RODRIGUEZ 69 ECHO VALLEY RD SALINAS, CA 93907-8490	1164.80

031 163160000	BMC EG COURTYARDS LLC 99 ALMADEN BLVD #400 SAN JOSE, CA 95113	1728.75
267 123018000	ZAMORA, YOLANDA 421 CARPENTERIA RD AROMAS, CA 95004	2187.40
261 111022000	FONSECA JOSE C JR/ESPARAZA JOS 459 HYLAND DR #A SALINAS, CA 93907-1798	1495.16
211 112007	SOT, GABRIELA 704 SAN JUAN GRADE RD SALINAS, CA 93906-1010	1161.68
129 083067000	GALINDO ALONDRA M ET AL 1950 SAN MIGUEL CANYON RD SALINAS, CA 93907	1136.16
231 037001000	VILLASENOR CONSTANTINO PO BOX 16 SAN LUCAS, CA 93954-0016	1439.30
139 381069000	NELSON, ELISSA 25666 WISTERIA CT SALINAS, CA 93908	156.49
117 042009000	JEFFREY & HILLARY USA CORP 975 OVERLAND CT SAN DIMAS, CA 91773	164.25
041 6444008000	GALISTE, JESSE 300 SAN BENANCIO RD SALINAS, CA 93908-9183	1012.20
412 141054000	SANCHEZ FRANCISCO F TR & SANCH 3002 PARIS CT ROYAL OAKS, CA 95076-5631	86.86
125 261024000	BATES, CHARLES L 190 16TH AVE SANTA CRUZ, CA 95062-4927	1750.04
117 371008000	WILSON, SUE 1505 LUPINE WAY AROMAS, CA 95004	262.60
117 372027000	MENERA, SERGIO 44 SUSAN ST ROYAL OAKS, CA 95076	1707.94
416 444010000	COLE, BARBARA 336 SAN BENANCIO RD SALINAS, CA 93908	1728.75
189 252025000	LONG JOHN V 59 PASO HONDO CARMEL VALLEY, CA 93924-9646	492.19

125 101016000	LATOURETTE JEFFREY EDWARD PO BOX 2110 CARMEL VALLEY, CA 93924-2110	1124.20
125 042005000	PROPERTY OWNER 17668 PESANTE RD PRUNEDALE, CA 93907-1552	1868.32
011 9162013000	PROPERTY OWNER 19 MILLER RD ROYAL OAKS, CA 95076-5541	1538.58
031 166039000	BMC EG GARDEN LLC 99 ALMADEN BLVD #400 SAN JOSE, CA 95113	793.98
127 351005000	MADRIGAL EDGARDO B 7400 LANGLEY CANYON RD SALINAS, CA 93907	988.61
117 471009000	MCCLELLAND, RYAN & CAROLYN 100 VEGA RD ROYAL OAKS, CA 95076	250.37
129 031031000	COYT JESUS S 8280 PRUNEDALE NORTH RD SALINAS, CA 93907-8889	1424.27
169 071050000	GIURATA, PAUL 27575 LOMA DEL REY CARMEL, CA 93923-8430	450.00
031 168018000	BMC EG VILLAGE LLC 99 ALMADEN BLVD #400 SAN JOSE, CA 95113	674.40
211172007000	GARCIA ENRIQUE/GARCIA BELEN 65 NORMAN WAY SALINAS, CA 93906-1346	1878.46
133 313006000	HOPPER, DAVID III & CATHERINE 9470 VALLEY OAK WAY SALINAS, CA 93907	1327.63
117 331034000	MILLER, PAUL V JR & SANDY 24 FRUITLAND AVE ROYAL OAKS, CA 75076	898.54
030 123009000	BANKS, JOHN 1550 MESCAL ST SEASIDE, CA 93955	2300.99
133 194024000	HENSON, SHERRY PO BOX 226 MOSS LANDING, CA 95039	1728.75
145 061004000	MUNOZ HORTENCIA PO BOX 49 GONZALES, CA 93926-0049	1357.83

030 201026000	RAMIREZ JAVIER 11381 MAIN ST CASTROVILLE, CA 95012-3123	1728.75
030 04701000000	HERNANDEZ MANUEL 10743 AXTELL ST CASTROVILLE, CA 95012-2862	1801.55
113 183014000	BERLANGA, GLORIA 562 WALNUT AVE GREENFIELD, CA 93927	1124.20
211 214023000	MALDONADO, RAUL & AMBRIZ, JOSE 12973 JADE DR SALINAS, CA 93906-1333	2017.18
125 243063000	OLIVARES LAZARO/OLIVARES IRMA 68 CRAZY HORSE CANYON RD SALINAS, CA 93907-8447	1750.04
267 091002000	BOOS, MARK WILLIAM 342 BLOHM AVE AROMAS, CA 95004	978.74
133 032016000	GONZALEZ, ALVARO 17010 BLACKIE RD SALINAS, CA 93907	799.30
131 0340110000	CRUZ, PABLO 8842 ARCHER RD SALINAS, CA 93907-8741	1124.20
015-241-007	GUTIERREZ JOSE L, GUTIERREZ LU 29 S SALINAS ST ROYAL OAKS, CA 95076-5224	420.40
011 7123006000	HEIN, JERMAINE 68 FRUITLAND AVE ROYAL OAKS, CA 95076-5460	2188.02
003 0202028000	PROPERTY OWNER 11321 PALMER ST CASTROVILLE, CA 95012-3133	437.22
113 194020000	VILLAFRANCA, ANTHONY & PAT 560 E ALISAL ST SALINAS, CA 93905	1750.04
111 011003000	JAC RANCH LLC 39155 HUDSON RD SOLEDAD, CA 93960	2187.40
417 081043000	PROPERTY OWNER 34951 SKY RANCH RD CARMEL VALLEY, CA 93924-9323	2162.00
026 111100500	ROOT, MICHAEL 454 HYLAND DR SALINAS, CA 93907-1712	1124.20

211 014114000	GUZMAN FLOR E/GONZALEZ MIGUEL 12775 ROGGE VILLAGE LOOP SALINAS, CA 93906-1358	268.41
030 21105600000	CALVARIO FRANCISCO 11427 DEL MONTE AVE CASTROVILLE, CA 95012-3148	907.44
117-351-005-000	QUINTERO MARIA EUGENIA 122 SAN JUAN RD ROYAL OAKS, CA 95076-5237	721.12
125 261010000	ZAVALA, BLANCA 1940 DUNBARTON RD AROMAS, CA 95004	1750.04
031 167014000	BALLESTEROS JENNIFER 17215 LOGAN ST MARINA, CA 93933-5079	2162.00
412 041009000	VANEGAS, AGUSTIN 725 LEWIS RD ROYAL OAKS, CA 95076	1773.75
139 381051000	BORCHARD, MARK 25511 SUNFLOWER CT SALINAS, CA 93908	827.73
131 054007000	GARCIA, FRANCES PO BOX 813 CASTROVILLE, CA 95012	1112.20
113 194002000	LOPEZ, ARTHUR & ELETICIA 2705 GOLF CIR ROYAL OAKS, CA 95076	1250.04
010 310201400	BARKELEW, ANITA 535 AGUAJITO RD CARMEL, CA 93923-9433	120.86
013 105205000	ASCHE, ABBIE 14255 SHAFFI LN CASTROVILLE, CA 95012-9737	1124.20
015 5410400	POSTEL, NIRA 4000 RIO RD CARMEL, CA 93923-8640	1112.20
237 053008000	RILEY JUDY PO BOX 63 SAN ARDO, CA 93450-0063	1124.20
030 023010000	CASTELLANOS, JOSE & MARIA 11001 DAVIS ST CASTROVILLE, CA 95012	1112.20
012 562100200	CARDONA, RUBEN 8879 ERINS RIDGE RD PRUNEDALE, CA 93907-9212	375.95

127 141027000	JIMENEZ, VICTOR & GALVEZ, V 566 ECHO VALLEY RD PRUNEDALE, CA 93907	251.00
000 929200700	THORSTENSON TERESA 26169 ATHERTON DR CARMEL, CA 93923-8902	1659.87
011 756101300	RIVAS JR, MANUEL 2825 GOLF CIR WATSONVILLE, CA 95076-5465	676.31
117 281018000	CALDERON, JORGE & TERESA 10 KENTS CT ROYAL OAKS, CA 95076	308.03
261 031009000	LOPEZ ISIDR CIBRIAN PO BOX 394 LOCKWOOD, CA 93932-0394	2165.40
1250710220	PROPERTY OWNER 18015 CROSS RD SALINAS, CA 93907-1527	300.04
261 031009000	LOPEZ ISIDRO CIBRIAN PO BOX 394 LOCKWOOD, CA 93932-0394	1728.75
910 000749000	PEREZ VANESSA CORREA PO BOX 1443 KING CITY, CA 93930	1124.20
261-092-01	PROPERTY OWNER 408 VIRGINIA AVE SALINAS, CA 93907-1716	1204.84
0412171004	BEANE, HAROLD 1070 MARLIN LN WATSONVILLE, CA 95076-9361	1105.34
0119171008	PROPERTY OWNER 20 GREGORY RD ROYAL OAKS, CA 95076-5510	1124.20
412 101027000	HAMED MOHANNAD MAHMOUD 2495 TUCKAHOE TER ROYAL OAKS, CA 95076-9312	2147.75
231-042-006-000	RUIZ, FRANCISCO & JOLEY S PO BOX 242 SAN LUCAS, CA 93954	1864.75
131-093-030-000	ROCHA, ROBERTO & YASMIN 237 WALKER VALLEY RD CASTROVILLE, CA 95012	144.62
0030082013	MENOZA, RICARDO 10760 HAIGHT ST CASTROVILLE, CA 95012-2827	1123.12

910 000737000	CHAVEZ FERNANDO CALDERON 51201 PINE CANYON RD UN 44 KING CITY, CA 93930	222.67
129-221-051-000	MORAN, STEVEN & TERSA 595 PARADISE RD SALINAS, CA 93907	1161.10
1131940200	PROPERTY OWNER 343 PAUL AVE SALINAS, CA 93906-1226	785.16
0119122039	PROPERTY OWNER 387 BERRY RD ROYAL OAKS, CA 95076-5612	1855.24
133-292-015-000	VILLANUEVA BRENDA SUE, RUBEN 15375 CHARTER OAK BLVD SALINAS, CA 93907	894.69
030 181005000	MICHELI ANGELA B & SCHREINER J 25657 CREEKVIEW CT SALINAS, CA 93908	1000.00
145 161040000	BARBOZA JUAN CARLOS PO BOX 639 CHUALAR, CA 93925	2187.40
129 211030000	PALMER GRANT 14311 CAMPAGNA TER ROYAL OAKS, CA 95076-8729	1750.04
125 181022000	WALKER CHARLES EUGENE & RITA G 17999 VIERRA CANYON RD SALINAS, CA 93907	2027.40
211-081-016-000	EDGAR, KRISTEN 15 HEBERT RD SALINAS, CA 93906	1458.84
119-261-026-000	SHIMABUKURO, MARY J 549 DOLAN RD MOSS LANDING, CA 95039	2007.91
0181021007	ALFARO, ANABEL 147 JOHNSON RD WATSONVILLE, CA 95076-5723	1124.20
187 111013000	WOLF PAMELA PO BOX 2336 CARMEL VALLEY, CA 93924	1112.20
211-131-002-000	CRUZ, SAMUEL & CRUZ, DEBRA 227 BERNAL RD SAN JOSE, CA 95119	1889.35
910 000777000	PALOMARES ROBERTO/LARA ESTELLA 51201 PINE CANYON RD UN 84 KING CITY, CA 93930-9721	566.60

231-029-007-000	SALAZAR, TERESA 404 COPLEY ST KING CITY, CA 93930	1750.04
131 093009000	HOWELL HOWARD/HOWELL MICAH 325 WALKER VALLEY RD CASTROVILLE, CA 95012-9734	897.39
125 232056000	WARD CARINA PO BOX 354 DIAMOND SPRINGS, CA 95619-0354	901.58
237-068-006-000	SAN BERNARDO PROP LLC PO BOX 329 SAN ARDO, CA 93450	1124.20
119 261017000	ZAMORA DAVID/ROCHA DAISY JEANI 79 BOLING RD ROYAL OAKS, CA 95076-5501	1372.70
113-184-006-000	BERNAL MARTIN 91 RUSSELL RD SALINAS, CA 93906	1298.76
235-133-014-000	BORZINI BRANDI M/BORZINI ROGE 34 HASTINGS ST PORTLAND, ME 04102-2016	1124.20
211061020000	CASTRO PATRICIA 435 OLD NATIVIDAD RD SALINAS, CA 93906-1407	225.58
1173010040	ABUNDEZ, ROBERTO 426 SALINAS RD 12 ROYAL OAKS, CA 95076-5255	1098.08
0117323007	LANDA, SANJUANA 18 JONATHAN ST WATSONVILLE, CA 95076-5221	1756.53
412 101055000	BEESON ROBERT W 2476 TUCKAHOE TER ROYAL OAKS, CA 95076-9312	589.61
030 211017000	O DONOVAN SHERRY 7942 LAVENDER LN SALINAS, CA 93907-1204	2162.00
009 134009000	ANDERSON LESLEY A 3041 LORCA LN CARMEL, CA 93923	1393.57
145 041003000	PEREZ NASARIO JR/PEREZ MARGARE PO BOX 276 CHUALAR, CA 93925	580.28
129 221035000	MORALES DANIEL/MORALES ROCHA J 563 PARADISE RD SALINAS, CA 93907-8732	1948.84

145 056007000	CHUALAR FULL GOSPEL CHURCH PO BOX 458 CHUALAR, CA 93925-0458	1761.56
030 051050000	RAMOS JOSE JUAN & ANGELINA B 10501 SEYMOUR ST CASTROVILLE, CA 95012	2162.00
211-071-009-000	GUERRERO, CUAUTHEMOC 474 NATIVIDAD RD SALINAS, CA 93906	877.07
910 000812000	HERNANDEZ ESCALERA HECTOR HUGO 51201 PINE CANYON RD UN 119 KING CITY, CA 93930-9732	1748.44
119 171020000	CERVANTES MIGUEL JR 20 GREGORY RD ROYAL OAKS, CA 95076-5510	1124.20
418 251020000	DUNPHY ROXANE 12 ELMSFORD CIR SALINAS, CA 93906-5072	1317.19
211 131024000	DE SILVA MARIA S OROS/TINOCO S 742 MIDDLEFIELD RD SALINAS, CA 93906-1011	458.65
2211410070	AVINA, YESENIA 45081 CROWN AVE KING CITY, CA 93930-9747	366.73
18 261050000	SIINO-WICKISER HEATHER 37452 NASON RD CARMEL VALLEY, CA 93924-9322	703.66
181 161022000	MELGOZA FAMILY TRUST 17250 GARLEN CT SALINAS, CA 93907	26.51
211 014119000	CASTILLON TED VINCENT 12765 ROGGE VILLAGE LOOP SALINAS, CA 93906-1358	100.00
3025201100	PROPERTY OWNR 11633 CALIFORNIA ST CASTROVILLE, CA 95012-3005	1124.03
119 031006000	ALVAREZ GILBERT VALDEZ 216 ELKHORN RD OYAL OAKS, CA 95076-5440	212.18
145 161016000	GUIJARRO FELIX PO BOX 147 CHUALAR, CA 93925	2043.19
261 111032000	LOPEZ, JULIO SALDANA & ELVA PO BOX 3594 SALINAS, CA 93912-3594	1124.20

030-082-016-000	FLORES JOHNNY L 10799 SEYMOUR ST CASTROVILLE, CA 95012-2869	2173.83
031 162083000	SPENCE SUSAN 18470 MCCLELLAN CIR EAST GARRISON, CA 93933-4967	284.24
1290610190	PROPERTY OWNER 16539 CASTROVILLE BLVD PRUNEDALE, CA 93907-9030	2187.40
0211212020	ROBINSON, BRANDON 12923 JASPER WAY SALINAS, CA 93906-1321	2398.05
910 000721000	SERRATO MIGUELA/MAYRA ALEJANDR 51201 PINE CANYON RD UN 28 KING CITY, CA 93930	2187.40
145 041005000	REYES ARLINE U PO BOX 24 CHUALAR, CA 93925	796.59
030 053003000	NORTH JOHN L SR/NORTH MYRNA S 2775 VIA LINDA CASTROVILLE, CA 95012-2642	1950.11
413-051-011-000	CONTRERAS JESS 79 SPRINGFIELD RD MOSS LANDING, CA 95039	2162.00
030223006000	CAMACHO, CARLOS 11221 WOOD ST CASTROVILLE, CA 95012-3142	259.06
261 121016000	LUNA JUAN A 416 HYLAND DR SALINAS, CA 93907-1799	986.22
241 201007000	UNGARETTI ELENA B 227 PETER PAN RD CARMEL, CA 93923-9746	897.20
145 052012000	C D H PROPERTIES PO BOX 264 SALINAS, CA 93902-0264	1124.20
237 041022000	FOWLER THOMAS D 10150 CAMINO NORTE LAGO BRADLEY, CA 93426-6957	1148.12
0117181016	MONJARAZ, GERARDO 12835 FAIR WAY WATSONVILLE, CA 95076-5458	1719.31
113 232010000	MONTEITH SAMUEL D/MONTEITH RAC 12230 SAINT MORITZ WAY SALINAS, CA 93906-1223	2024.54

161 651008000	RAMIREZ CARLOS DANIEL 24125 MALLARD CT SALINAS, CA 93908-9397	40.98
030 048012000	ISLAS, JOSEPH JR & DIAZ, ALMA 10663 HAIGHT ST # 10661 CASTROVILLE, CA 95012-2603	1530.87
119 231019000	DIAZ ARTURO/DIAZ MARTHA 95 WALKER VALLEY RD CASTROVILLE, CA 95012-9774	978.51
030 104015000	FERNANDEZ, CECILIA GONZALEZ 11260 GEIL ST CASTROVILLE, CA 95012-2702	1154.97
119 201011000	MAGANA ISMAEL (TE) & MARGARITA 15230 CASTROVILLE BLVD CASTROVILLE, CA 95012	525.67
127 072053000	BALLIN JOSE L PO BOX 1043 AROMAS, CA 95004-1043	1124.20
101 231011000	SCHOPP MARTIN JOHN & DEBORAH 475 WATSON ST MONTEREY, CA 93940	2812.94
412 141009000	TOLEDO NICKOLAS/TOLEDO LORETTA 32 MILLER RD ROYAL OAKS, CA 95076-5540	428.03
139 133016000	CHANG, ASHOK & CHANG, MADHUR L 22713 INDIAN SPRINGS RD SALINAS, CA 93908-9608	784.01
211-014-017-000	NORIEGA ANNA MARIE 825 ROGGE RD SALINAS, CA 93906-1260	253.54
0129272006	CLARK LARRY M/FOX JANEEN 200 TUCKER RD # A WATSONVILLE, CA 95076-9281	1756.18
211021015000	BALLEW BARRY C 402 NATIVIDAD RD SALINAS, CA 93906-1403	1756.18
113 172009000	FARIAS, JOSE O PEREZ 301 ENGLAND AVE SALINAS, CA 93906	1975.88
261071012000	SINNABRRRR LLC 97 BOSTON AVE SAN JOSE, CA 95128-1902	1883.71
145 161015000	MILLER PAUL L 888 MUNRAS AVE STE 200 MONTEREY, CA 93940	1260.14

129 095036000	PEREZ PEDRO M/PEREZ FRANCES J 7379 LEAFWOOD DR SALINAS, CA 93907-9101	1150.04
418 091021000	BISHOP JACQUELINE MICHELLE PO BOX 1712 WHITE SALMON, WA 98672	1728.75
1270610220	PROPERTY OWNER 1331 VALLE PACIFICO RD SALINAS, CA 93907-8533	595.80
119-261-032-000	IBARRA JOSE MIGUEL 27 BOLING RD ROYAL OAKS, CA 95076-5501	1127.19
181 161038000	CHAVEZ ROBERTO & CELIA C FERNA 279 C MAHER RD ROYAL OAKS, CA 95076-9034	933.52
101 231011000	SCHOPP, MARTIN J & DEBORAH 475 WATSON ST MONTEREY, CA 93940-2209	981.49
117-082-025-000	DIAZ SANTOS R 235 WALNUT AVE APT D SANTA CRUZ, CA 95060-3845	643.46
127 271042000	WOODS, AMY & CORY 6 POPE DR SALINAS, CA 93907-8430	786.63
145 055010000	VIDALES RAFAEL/VIDALES LUCIA PO BOX 432 CHUALAR, CA 93925-0432	500.32
127291045000	MARTINEZ LETICIA 17050 WILSON WAY ROYAL OAKS, CA 95076-9136	623.46
231 029007000	SALAZAR TERESA 404 COPLEY ST KING CITY, CA 93930-2818	1779.42
145 161023000	VARGAS ARMANDO 820 MAIN ST WILLIAMSTOWN, MA 1267	2061.84
0109281002	PROPERTY OWNER 39568 WALNUT AVE GREENFIELD, CA 93927-4200	1124.20
151 041012000	HOGAN CATHERINE MARY/ANTHONY J 382 CORRAL DE TIERRA RD SALINAS, CA 93908-8915	1416.01
189 222020000	STEMPLE RICK (TE)/STEMPLE PATT 2105 E 8TH ST CHICO, CA 95928-9186	1766.47

133 095004000	CARTER HOWARD J 9160 LOS NINOS PL CASTROVILLE, CA 95012-9600	1978.49
030-331-043-000	MADRIGAL-BARAJAS JORGE 11721 RICO ST CASTROVILLE, CA 95012-2882	574.22
030 123008000	BANKS JOHN E 1550 MESCAL ST SEASIDE, CA 93955-4625	277.19
1273310300	PROPERTY OWNER 1289 SAN MIGUEL CANYON RD WATSONVILLE, CA 95076-9145	1750.04
910 000998000	DJIRBANDEE TOSHA 18800 CACHAGUA RD SPC 31 CARMEL VALLEY, CA 93924-9305	1112.20
422 061017000	DIALLO, SUSAN 806 CYPRESS ST MONTEREY, CA 93940-1518	1756.18
139 131001000	OLIVA, SERGIO & CHRISTINA 22712 INDIAN SPRINGS RD SALINAS, CA 93908-9687	117.22
910 000702000	ORTIZ CORTEZ FIDELMAR 51201 PINE CANYON RD UN 8 KING CITY, CA 93930-9721	1750.04
189 521013000	FARRINGTON TODD & LUISA PO BOX 223485 CARMEL, CA 93922	950.14
030 22201400000	FUENTES OSVALDO REYNOSO 11474 DEL MONTE AVE CASTROVILLE, CA 95012-3149	1091.97
133-351-014-000	GRANT, BEVERLY D 15155 OAK HILLS DR SALINAS, CA 93907	862.14
117-181-006-000	LSG MONTEREY PROPERTY LLC 5601 FREEDOM BLVD APTOS, CA 95003	1707.94
221-171-028-000	AGUAYO AURELIANO 50900 PINE CANYON RD KING CITY, CA 93930-9701	285.93
127 071002000	MAGNER-RAMIREZ LISELL A 225 HARRINGTON RD ROYAL OAKS, CA 95076	1127.19
009 172009000	HANEY, MARY & NICHOLAS 105 SHERIDAN AVE PIEDMONT, CA 94611-3810	1958.99

261 092016000	MENDOZA ALFREDO POPOCA 17045 EL RANCHO WAY SALINAS, CA 93907-1706	108.66
015 201008000	CLAYTON JASON/PROWSE JASONA 6325 BROOKDALE DR CARMEL, CA 93923-9582	1207.61
129 151025000	ALI, AHMED SALEH N 1220 BROADWAY AVE SEASIDE, CA 93955-4935	933.52
131 04301200000	RAMIREZ BULMARO/GONZALEZ MARIA 14700 DEL MONTE FARMS RD CASTROVILLE, CA 95012	504.46
145 052006000	FLORES ESTHER PO BOX 379 CHUALAR, CA 93925-0379	2195.08
261091016000	RIVERA FABIAN MARTINEZ 16945 EL RANCHO WAY SALINAS, CA 93907-1700	1038.72
119 211031000	GARCIA, JOSE & FABIOLA 181 LAS LOMAS DR ROYAL OAKS, CA 95076-5513	1593.60
117491018000	MORALES JUAN PABLO 1476 OAKLEAF DR ROYAL OAKS, CA 95076-9304	1148.50
161 553017000	RICHARDSON LEWIS H 25399 MARKHAM LN SALINAS, CA 93908-9364	1734.29
030 031005000	GOMEZ, LUIS & ANGELINA J T 11600 POOLE ST CASTROVILLE, CA 95012-2838	850.57
231 035003000	AGUIRRE BENJAMIN PO BOX 4 SAN LUCAS, CA 93954-0004	2334.14
412091006000	HARRY WENDELL M PO BOX 2879 SALINAS, CA 93902	1124.20
125131020000	PRESIDENT CALEB/PRESIDENT WAI 92-68 2 WAINOHIA PL KAPOLEI, HI 96707-1223	693.15
119 231011000	ANGUIANO ELIA/ANGUIANO BERENIC 87 CLAUSEN RD ROYAL OAKS, CA 95076-5503	1124.20
119 231016000	DIAZ ARTURO/DIAZ MARTHA 95 WALKER VALLEY RD CASTROVILLE, CA 95076-5503	345.42

145 171005000	LONGORIA SABINO/PEREA MARIA B PO BOX 671 CHUALAR, CA 93925-0671	1024.20
113-192-009-000	VALDIVIA MARTIN/VALDIVIA PATRI 10900 DAVIS ST CASTROVILLE, CA 95012-2877	196.90
131 061018000	KOZAK CODY/KOZAK DAWN 13265 AVILA RD MOSS LANDING, CA 95039-9709	2156.83
910 000792000	PEREZ NORA ELIZABETH DENIZ 51201 PINE CANYON RD UNIT 99 KING CITY, CA 93930-9730	1124.20
133 211003000	JELAVICH WILLIAM RODNEY PO BOX 308 MOSS LANDING, CA 95039-0308	1115.08
211121026000	MONTOYA-MEDINA JOSE G 800 VAN NESS CT SALINAS, CA 93907	770.76
412 041014000	HERNANDEZ BALTAZAR 715 LEWIS RD ROYAL OAKS, CA 95076-9333	2141.20
416 261018000	STEINER LAWRENCE & STEINER GIN 180 SAN BENANCIO RD SALINAS, CA 93908-9140	228.75
127 361015000	PESTONI LEWIS A 2147 SAN MIGUEL CYN RD PRUNDALE, CA 93907	1124.20
910 000783000	SANTILLAN JOSE/SANTILLAN OLIVI 51201 PINE CANYON RD UNIT 90 KING CITY, CA 93930-9729	931.96
133 111026000	EH CTRL COAST INVS LLC 4115 EASTPORT DR MODESTO, CA 95356	1124.20
133 362024000	GALAZ MARTHA G 9363 WILLOW OAK RD SALINAS, CA 93907-1026	1396.77
211 121042000	CARRASCO, IRMA CANO 500 I O O F AVE APT 68 GILROY, CA 95020-5229	1158.12
117-281-027-000	RODRIGUEZ ADRIANA/RODRIGUEZ E 97 RAILROAD AVE ROYAL OAKS, CA 95076-5310	1782.48
125551038000	MORALES RAYMOND/SOCORRO 6980 OAK ESTATES DR SALINAS, CA 93907-8516	2260.77

418 031001000	KELLEY GARY M PO BOX 22457 CARMEL, CA 93922	1728.75
161 301007000	CATER DAVID W/CATER GRETCHEN J 22707 MANOLETE DR SALINAS, CA 93908-1111	115.83
133 271006000	SCHERER, LINDA D 17048 ARRIBA WAY SALINAS, CA 93907-8811	1485.12
133 133006000	JONES BRAD/JONES CARRIE ELIZAB 4077 CHARMED MOUNTAIN RD GARDEN VALLEY, CA 95633-9653	1141.22
187 691011000	PEARSON SUSAN P 477 LAURELES GRADE RD CARMEL VALLEY, CA 93924-9425	1595.53
181 211005000	TOLEDO RACHELE E 4685 LOTTE LN ROYAL OAKS, CA 95076-5708	1124.20
113-172-016-000	COMBS JAMES F W 271 PAUL AVE SALINAS, CA 93906-1232	1124.20
129012008000	REYNOLDS RESORTS LLC 32392 S HWY UNIT 170 LAGUNA BEACH, CA 92651	798.04
267-141-012-000	ORTEGA ARNOLD V/ORTEGA MARY L PO BOX 357 AROMAS, CA 95004-0357	1108.33
119 172001000	FREITAS ONDINO D 211 CYPRESS LN WATSONVILLE, CA 95076-0711	1750.04
261071013000	BECERRA MARIA ISABEL 314 APOSTOLIC LN SALINAS, CA 93907	2210.77
117 301030000	MARTIN, LETICIA 7 ASSOCIATED LN ROYAL OAKS, CA 95076-5201	954.41
009 072021000	DINCER SELIM & EVELYN 24695 LOWER TRL CARMEL, CA 93923	396.90
030-86-008-00	MURILLO TERESA M 10840 SEYMOUR ST CASTROVILLE, CA 95012-2852	845.46
211 081035000	CASTANEDA SALVADOR JR/CASTANED 21176 VALLE SAN JUAN DR SALINAS, CA 93907-9203	452.63

211-101-002-000	RODRIGUEZ ADRIAN SILVA/FLORES 305 STIRLING RD SALINAS, CA 93906-1012	912.72
181 261028000	ROCHA JOSE & ALICIA FAM TRUST 18506 CANDACE LN AROMAS, CA 95004-9121	1313.08
129 061039000	ANGUIANO CINTIA E 17519 CASTROVILLE BLVD SALINAS, CA 93907-9039	278.21
009 462007000	MCCORMICK KATHLEEN P 586 BRADFORD PL DANVILLE, CA 94526-2302	225.84
231 031008000	BRISENO JUAN ANTONIO 53514 STARR ST SAN LUCAS, CA 93954	1124.20
030-073-017-000	VASQUEZ LAURA GONZALEZ 11260 GEIL ST CASTROVILLE, CA 95021-2702	368.29
235-132-018-000	MILLER PAUL L 888 MUNRAS AVE STE 200 MONTEREY, CA 93940-3142	1997.82
113 222006000	HERRERA HUGO GUZMAN 110 N FILICE ST SALINAS, CA 93905-2102	1187.58
125 232043000	ORTIZ CARLOS JR 19290 MALLORY CANYON RD SALINAS, CA 93907	297.49
237 068006000	HERNANDEZ ENRIQUE A/HERNANDEZ 692 AMESTI RD WATSONVILLE, CA 95076-0754	1124.20
131 101029000	STONE DAVID M 80 WALKER VALLEY RD CASTROVILLE, CA 95012-9708	1112.20
261 081006000	BARAJAS JOAQUIN 16880 EL RANCHO WAY SALINAS, CA 93907-1705	471.88
113-172-023-000	HERRERA JUAN M, MEDINA MARTHA 81 RUSSELL RD SALINAS, CA 93906	1756.18
127 07105200000	DURAN FRANCISCO J SANDOVAL 67 ECHO VALLEY RD SALINAS, CA 93907-8490	1124.20
119 121012000	MORALES RICARDO 36 WILLOW RD ROYAL OAKS, CA 95076-5610	1261.47

237 054001000	CAPPS JAMES C/CAPPS EDITH B PO BOX 390 SAN ARDO, CA 93450-0390	1124.20
129 011004000	ALVAREZ SALVADOR & HERMELINDA 17449 MCGUFFIE RD # A SALINAS, CA 93907	1313.27
117-082-025-000	DIAZ SANTOS R 235 WALNUT AVE APT D SANTA CRUZ, CA 95060-3845	1714.08
131 131006000	VARGAS RAUL V 858 MESCAL CT SALINAS, CA 93905-4486	679.40
129 272005000	MILLER AUBREY W TR 930 MISSION ST #4 SANTA CRUZ, CA 95060	1124.20
211121022000	EDEZA JORGE G/HERNANDEZ FERNA 233 MONTEREY ST SALINAS, CA 93901-3408	1359.71
189-452-002-000	RASMUSSEN BRIAN CHARLES (TE) PO BOX 526 CARMEL VALLEY, CA 93924-0526	980.90
030225010000	PARRA PEDRO/ZAVALA NORMA 11161 WOOD ST CASTROVILLE, CA 95012-3146	332.41
416 541044000	KELLY, CHRISTINE L 28073 BARN WAY CARMEL, CA 93923-8026	422.65
030 1113020000	GARCIA, REYNALDO & MARIA C PO BOX 80 CASTROVILLE, CA 95012-0080	103.38
910 000787000	SANTILLAN JULIO CESAR 51201 PINE CANYON RD UN 94 KING CITY, CA 93930-9721	820.61
910 000729000	QUINTERO JOSE LUIS/GRANADOS M PO BOX 2168 KING CITY, CA 93930-2168	1448.39
237 067013000	NIXON TAMMY 159 ROCK PRODUCTS RD HEBER SPRINGS, AZ 72543-8945	2405.82
109 281002000	CARRILLO ANTIONIO C (TE)/CARRI 39568 WALNUT AVE GREENFIELD, CA 93927-4200	1127.19
418 61047000	JIMENEZ PAULINO (TE)/PEREA JUA PO BOX 361 CARMEL VALLEY, CA 93924-0361	52.05

139 422013000	NORMAN, SCOTT & JEANNE 27155 PRESTANCIA WAY SALINAS, CA 93908-1579	521.50
030 202020000	ROCHA DAVID R/ROCHA BERTHA L 125 ARTHUR RD WATSONVILLE, CA 95076-2632	126.43
229051001000	DAVIS TODD KAMBER (TE)/DAVIS 1734 DRY CREEK RD SAN JOSE, CA 95125-4626	213.56
139281013000	GOGLIUCCI MICHELE 21131 OLD RANCH CT SALINAS, CA 93908-1409	813.44
241 154002000	PROLER, RONALD JAY 5 INWOOD OAKS DR HOUSTON, TX 77024	614.99
127 341059000	PERE DANIEL 6780 LANGLEY CANYON RD PRUNEDALE, CA 93907	1774.89
119 242022000	ALVAREZ, ARMANDO & LETICIA 12 BOLING RD #B ROYAL OAKS, CA 95076	154.88
133 013028000	WRIGHT CHARLES A JR 16290 BLACKIE RD SALINAS, CA 93907	1332.63
127 341013000	KNIGHT JEFFREY E 6995 LANGLEY CYN RD SALINAS, CA 93907	924.20
189 151019000	FISHER JESSICA 300 W CARMEL VALLEY RD CARMEL VALLEY, CA 93924-9401	1028.75
237 067012000	SCATTINI JO ANN PO BOX 429 SAN ARDO, CA 93450-0429	1332.91
237 067009000	VILLAGE ASSET GROUP LLC PO BOX 327 PAICINES, CA 95043-0327	1374.22
129 201018000	GONZALEZ-FRIAS ANA MARIA/MEDRA 37 LONG VALLEY RD CASTROVILLE, CA 95012-9731	967.58
127 051034000	MILROD JONATHAN CRAIG TR 7010 VALLE PACIFICO RD SALINAS, CA 93907	1124.20
133281002000	ARREOLA AMABELY 15465 OAK HILLS DR SALINAS, CA 93907-1132	1127.19

125 431032000	AYALA, JUAN & POLANCO, LAURA M 9612 MOUNTAIN VIEW TERRACE LN SALINAS, CA 93907-1525	1478.92
189 334001000	FOLSOM SAOIRSE GEALBHAN 85 CALLE DE QUIEN SABE CARMEL VALLEY, CA 93924-9717	1115.08
161272006000	WALLIS RANDALL 20251 ANZA DR SALINAS, CA 93908	401.51
181 091003000	PATTERSON GREGG TR PO BOX 669 AROMAS, CA 95004	2187.40
237 044012000	DUFLOCK MARGARET ROSENBERG PO BOX 82 SAN ARDO, CA 93450	1124.20
119 231016000	DANIELS DARRELL ROY/DANIELS BR 69 CLAUSEN RD ROYAL OAKS, CA 95076-5503	1124.20
030 02100600000	GARZA REYNA I/TORRES MARK A PO BOX 143 CASTROVILLE, CA 95012-0143	96.78
910 000716000	LUCIO ROGELIO 51201 PINE CANYON RD UNIT 22 KING CITY, CA 93930-9723	1750.04
119 172001000	FREITAS ONDINO D 211 CYPRESS LN WATSONVILLE, CA 95076-0711	1124.20
119 172001000	FREITAS ONDINO D 211 CYPRESS LN WATSONVILLE, CA 95076-0711	478.74
412 074006000	LOPEZ, ISAIAS 500 HALL RD ROYAL OAKS, CA 95076-5716	1103.38
119 121003000	ORTIZ ESMERALDA LOPEZ 12 WILLOW RD #A WATSONVILLE, CA 95076	1124.20
0113201005000	POLITRON CLEMENTE BERNAL/IBARR 9288 CAMPO DE CASA DR CASTRO VALLEY, CA 95012-9612	1550.04
109 281002000	CARRILLO ANTIONIO C (TE)/CARRI 39568 WALNUT AVE GREENFIELD, CA 93927-4200	1124.20
187 373003000	MILLER DIANE PO BOX 851 CARMEL VALLEY, CA 93924-0851	1112.20

119 221010000	CABRERA SALVADOR/CABRERA BLANC 84 CLAUSEN RD ROYAL OAKS, CA 95076-5504	2187.40
125 191034000	LEON ERMILO C & SONIA V 18500 VIERRA CANYON RD SALINAS, CA 93907-3337	1750.04
127 071051000	RODRIGUEZ RICHARD G & DEBRA L 69 ECHO VALLEY RD SALINAS, CA 93907	552.23
235 151016000	BORZINI ROGER O PO BOX 706 KING CITY, CA 93930-0706	1755.04
030 095010000	SALAS, ALBERTO SANCHEZ 11120 HAIGHT ST CASTROVILLE, CA 95012-2802	289.24
0109162002000	PACHECO, JOSEPHINE 18611 PONDERSOA HILLS RD VOLCANO, CA 95689	2199.54
211 081034000	DE ROSA MARIA M 21180 VALLE SAN JUAN DR SALINAS, CA 93907-9203	1864.19
910 003861000	VENEGAS SALVADOR MARTINEZ 800 DOLAN RD UNIT 33 MOSS LANDING, CA 95039-9704	921.88
910 000793000	LOZANO MARIA ELENA 51201 PINE CANYON RD UNIT 100 KING CITY, CA 93930-9730	980.62
125 103027000	ESTRADA MOISES GILBERT 19450 VIERRA CANYON RD SALINAS, CA 93907-3343	278.06
127 035010000	MOLINA ANTONIO ET AL 6795 VALLE PACIFICO RD SALINAS, CA 93907	127.87
231-029-015-000	VALDEZ ALICIA PO BOX 1654 KING CITY, CA 93930-1654	1328.56
125 191038000	ISIDRO JOSEPH J & LEANA 18310 VIERRA CANYON RD PRUNEDALE, CA 93907	190.20
113 081007000	BATHKE KARL/MANUEL DAN DOMINIC PO BOX 6427 SALINAS, CA 93912-6427	1124.20
125-401-016-000	RAMIREZ JOSE/RAMIREZ ALEJANDRA 17949 PESANTE RD SALINAS, CA 93907-1510	1995.08

127 361028000	DEVORE ROBERT D & ANA TRS 2203 SAN MIGUEL CANYON RD SALINAS, CA 93907-9016	2187.40
125 552034000	BARGER E DONALD 6724 TUSTIN RD SALINAS, CA 93907-8599	458.37
267 141019000	HIGGINS PINE 2005 BRIDLEWOOD ST HOLLISTER, CA 95023-7060	1105.34
129 272005000	MILLER AUBREY W TR 930 MISSION ST #4 SANTA CRUZ, CA 95060	1124.20
129-281-014-000	ASTURIAS SYDNE LYNN 18100 WYLIE HILL LN SALINAS, CA 93907-8528	1196.53
119 121031000	GOMEZ SALLY T 16 WILLOW RD ROYAL OAKS, CA 95076-5610	1124.20
119 121031000	GOMEZ SALLY T 16 WILLOW RD ROYAL OAKS, CA 95076-5610	1762.00
267 161008000	INFANTE AMY J 18800 REA AVE AROMAS, CA 95004-9749	1124.20
133 111018000	RAMIREZ JAVIER F (TE)/RAMIREZ 1449 KIMBALL AVE SEASIDE, CA 93955-6023	1785.93
030122003000	PADILLA CESAR 11878 CYPRESS CIR CASTROVILLE, CA 95012	1820.66
221154011000	TREVINO LARRY 920 S FIRST ST KING CITY, CA 93930	1487.21
009-322-021-000	TUPINO CYRIL EUGENE & SHEILA N 3262 TAYLOR RD CARMEL, CA 93923-8916	1378.56
237 042009000	GUTIERREZ ALEJANDRO PINON PO BOX 104 SAN ARDO, CA 93450	1196.53
237 055003000	NIXON ELMER N/NIXON TAMMY S 159 ROCK PRODUCTS RD HEBER SPRINGS, AR 72543-8945	1124.20
910 000806000	VEGA TERESA ISIAS 51201 PINE CANYON RD UNIT 113 KING CITY, CA 93930-9731	1750.04

418 141022000	PALO COLORADO STONY ACRE ROCKY 257 BERRENDO DR MILPITAS, CA 95035-3121	1728.75
417101027000	WALKER MARCIA J BATEMAN 18100 CACHAGUA RD CARMEL VALLEY, CA 93924	40.65
187 471002000	NAULT DESMOND/LAUTZENHISER JES 60 CALLE DE LOS OSITOS CARMEL VALLEY, CA 93924-9712	1308.69
231031010000	REYES DOLORES 51201 PINE CANYON RD UNIT 33 KING CITY, CA 93930	1750.04
030 161015000	SANCHEZ ERNESTO B TR 234 CENTRAL AVE SALINAS, CA 93901	3128.89
002881031000	BUNKER PERRY MARK 23465 REDDING CIR SALINAS, CA 93908	2187.40
117171002000	NUNEZ MARIO ANTONIO 221 HUDSON LANDING RD WATSONVILLE, CA 95076	1105.34
119081007000	FLORES FRANCISCO C & HILDA G 59 WAUGH RD WATSONVILLE, CA 95076	2147.75
420271024000	ZAMARO EDO 45405 VISTA PL KING CITY, CA 93930	2042.00
103 011006000	SCONTRINO ANGELA L 590 VIEJO RD CARMEL, CA 93923-9438	1990.80
125522017000	MASCHMEYER MARK ALLEN 820 PARK ROW #476 SALINAS, CA 93901	2187.40
161 651041000	OWNER 14551 TUMBLE WEED LN WATSONVILLE, CA 95076	1750.04
129 231013000	VALDEZ IDALIA TR ETAL 14 VICTOR CIR SALINAS, CA 93907	631.96
139351025000	ROMAYOR AMY 18035 STONEHAVEN SALINAS, CA 93908	1089.89
211 081013000	CASTRO, JORGE R 1628 N MAIN ST #330 SALINAS, CA 93906-2000	853.02

125 522002000	GARLOW, MICHELLE & MARK 7237 GRACE LN SALINAS, CA 93907-8503	1687.40
133 021008000	ZEPEDA ELVIRA/FLORES CHRISTIAN 9847 PRUNEDALE RD S SALINAS, CA 93907	1750.04
221 161005000	IRVINE MICHELLE PO BOX 76 KING CITY, CA 93930	1384.27
107 071018000	VALENZUELA GUADALUPE M/VALENZU 24710 FOOTHILL DR SALINAS, CA 93908-9780	1697.35
418261040000	CABRERA ANGEL & FEBRONIA PO BOX 1437 CARMEL VALLEY, CA 93924	1112.20
125532009000	SMITH DANNY W & KATHERINE J 18750 MORO RD SALINAS, CA 93907	499.70
257 121025000	VASQUEZ MARCOS & VASQUEZ PAULI 34735 METZ RD SOLEDAD, CA 93960	2037.40
125501027000	RODRIGUEZ GUILLERMO H 8085 MESSICK RD SALINAS, CA 93907	1124.20
125411012000	MAHAN EARL 9630 MARTIN LN SALINAS, CA 93907	1523.93
181032004000	NUNEZ RUBEN & MARIA JESUS PO BOX 2612 WATSONVILLE, CA 95077	145.46
412102007000	ALEMAN SILVERIO 1226 LEWIS RD WATSONVILLE, CA 95076	2202.32
119212023000	RODRIGUEZ GABRIEL 204 LAS LOMAS WATSONVILLE, CA 95076	1124.20
117323005000	RODRIGUEZ ALBERT 26 JONATHAN ST WATSONVILLE, CA 95076	1165.35
261122013000	ESPINOZA ANGELICA A 423 HYLAND DR SALINAS, CA 93907	654.33
117151008000	RODRIGUEZ ISMAEL & TERESA 253 HUDSON LANDING RD WATSONVILLE, CA 95076	1105.34

117131005000	BECK CURTIS H 84 HUDSON LANDING RD WATSONVILLE, CA 95076	932.62
129 32101300000	OROZCO LUIS DONALDO LOZA 11 DESMOND RD SALINAS, CA 93907-8709	1124.20
181241027000	MARTIN CLAUDIA & FRANK CHAVEZ 3210 HILLMAN LN WATSONVILLE, CA 95076	217.67
229 051021000	BILLANTE JOSEPH/BILLANTE JENN 300 MONTEREY DUNES WAY MOSS LANDING, CA 95039-9773	1112.20
229 061014000	DENNIS JOSEPH D III (TE)/DENNI 42210 ROICK DR STE 6 TEMECULA, CA 92590-5523	1112.20
030 171003000	AVILA JORGE ANTONIO 11040 MERRITT ST CASTROVILLE, CA 95012-3406	1112.20
030 125002000	WANG GEORGE SHUQUN & ANGELA PI 3502 PINNACLE CT SAN JOSE, CA 95132	256.86
030 127012000	YBARRA PHYLLIS & ROSE MARIE YB 10398 MCDOUGALL ST CASTROVILLE, CA 95012-2518	1142.96
030 086016000	DE LA TORRE, RUBEN G 10841 GEIL ST CASTROVILLE, CA 95012-2718	1112.20
9145021000	HAYWARD AUDREY J 24833 GUADALUPE ST CARMEL, CA 93923	255.67
161043022000	POWELL ROBERT & VIRGINA MAXWE 20392 FRANCISCAN WAY SALINAS, CA 93908	1169.68
221 122031000	SILVA NATHAN JOSEPH/SILVA DIAN 45487 ENFIELD RD KING CITY, CA 93930-9710	693.52
127 07105200000	DURAN FRANCISCO J SANDOVAL 67 ECHO VALLEY RD SALINAS, CA 93907-8490	1124.20
221153010000	ESPINO LORENZO JR & DENISE R 45211 CROWN AVE KING CITY, CA 93930	1156.05
125 243035000	SOLIS DIANNE/SOLIS KENNETH S 116 CRAZY HORSE CYN RD SALINAS, CA 93907-8404	1100.04

237 063001000	KELLEY BEVERLY B PO BOX 105 SAN ARDO, CA 93450-0105	1124.20
419061005000	HATCHER JOE A 42001 CARMEL VALLEY RD GREENFIELD, CA 93927	1372.49
189331009000	WILSON DEE LYNN 24 RANCHO FIESTA RD CARMEL VALLEY, CA 93924	954.19
243 221024000	PEREIRA CHRISTOPHER T & USHA M 402 OAKSHIRE PL ALAMO, CA 94507	1112.20
125 143024000	CERVANTES FRANCISCO RUIZ 17957 BERTA CANYON RD SALINAS , CA 93907-1300	1268.39
125 252003000	WILLIAMS, CHRISTINE & MARK 20039 AUDREY LN SALINAS, CA 93907-8417	2185.89
109281002000	CARRILLO JOHN 39568 WALNUT AVE GREENFIELD, CA 93927	1124.20
30202017000	IZAGUIRRE OSCAR H & MARIA Y 11400 MAIN ST CASTROVILLE, CA 95012	1171.98
30211027000	MORALES FIDENCIO 11413 DEL MONTE AVE CASTROVILLE, CA 95012	1112.20
30211014000	CORREA MIGUEL N JR & CECILIA 11559 CALIFORNIA ST CASTROVILLE, CA 95012	881.34
129231008000	VALDEZ CONSUELO 619 STRAWBERRY RD WATSONVILLE, CA 95076	1539.09
261101059000	SAMMUT ALFRED & ALICE 801 W LAUREL DR SALINAS, CA 93906	1773.08
125014011000	WILKINSON GEORGE H 17560 CROSS RD SALINAS, CA 93907	1886.48
117371006000	GARCIA FERNANDO 109 GONDA ST ROYAL OAKS, CA 95076	1101.07
181 041004000	DAIROKUNO AYUMI TR 1935 CABERNET WAY SALINAS, CA 93906-5290	931.96

15451011000	BARRETT DALE A 15740 WOOD ACRES RD LOS GATOS, CA 95030	430.09
131031028000	HSNG AUTHORITY OF THE COUNTY 15421 DEL MONTE FARMS RD CASTROVILLE, CA 95012	1124.03
910 000808000	ACOSTA ADOLFO SANTOYO/MARTHA Y 51201 PINE CANYON RD UNIT 115 KING CITY, CA 93930-9731	1750.04
133 021002000	BANKS DEREK G/BANKS SONIA S 443 HIDDEN VALLEY RD ROYAL OAKS, CA 95076-9278	798.04
910 000705000	PEREZ ANGUIANO PORFIRIO/FRANCO 51201 PINE CANYON RD UN 11 KING CITY, CA 93930-9722	1750.04
231029007000	SALAZAR TERESA 404 COPLEY ST KING CITY, CA 93930	1750.04
127 071002000	MAGNER-RAMIREZ LISELL A 225 HARRINGTON RD ROYAL OAKS, CA 95076	1124.20
412041014000	FLAHERTY DOUGLAS JAMES 715 LEWIS RD WATSONVILLE, CA 95076	2133.52
30045007000	PAYSON MICHELE&RICHARD MACDON 10960 MCDOUGALL ST CASTROVILLE, CA 95012	718.53
030023010000	CASTELLANOS JOSE LUIS & MARIA 11001 DAVIS ST CASTROVILLE, CA 95012	544.97
0030101006000	HARO NICHOLAS T JR & EVELYN L 10899 OAK ST CASTROVILLE, CA 95012	1821.99
030 141022000	ALVAREZ SALVADOR & HERMELINDA 17449 MCGUFFIE RD # A SALINAS, CA 93907	1728.75
0139231017000	BALCH DAVID & CHRISTA 21433 RIVERVIEW CT SALINAS, CA 93908	1703.23
161 031007000	BRAGG, RICHARD E TE & SHARON L 477 MONTEREY SALINAS HWY SALINAS, CA 93908	139.62
0015052003000	TALBOT PAMELA 9380 CARMEL VALLEY RD CARMEL, CA 93923	1758.63

0189501006000	LAULOTU SIONE ULUFONUA & SEIN 38 SOUTHBANK RD CARMEL VALLEY, CA 93924	873.23
0009581014000	MOVAHEDI HEYDAR A & ZAHRA 26418 BIRCH PL CARMEL, CA 93923	332.97
30211030000	RAMIREZ DAVID B & MARGARET 11435 DEL MONTE AVE CASTROVILLE, CA 95012	1299.09
0030044006000	CALDERON LUIS GABRIEL & FRANC 10941 AXTELL ST CASTROVILLE, CA 95012	359.76
0169261020000	VALUCH WILLIAM T & ROSEMARY 25840 TIERRA GRANDE DR CARMEL, CA 93923	133.43
0030033006000	JOHNSON KERRY & ROSEMARIE 11120 UNION CIR CASTROVILLE, CA 95012	1112.20
0030202035000	GAPUSAN AVELINA E 11340 KOESTER ST CASTROVILLE, CA 95012	1156.76
157 171030000	QUAIL PARTNERS LTD PO BOX 670649 DALLAS, TX 75367	1521.21
0161332010000	WEISS BOBBIE JEAN & PILMER BR 20090 PORTOLA DR SALINAS, CA 93908	2162.00
0416321008000	TAYLOR CHRISTY P 103 ROBLEY RD SALINAS, CA 93908	1833.47
0030255002000	GUTIERREZ GERMAN & BERTHA 1838 CROMWELL DR SALINAS, CA 93906	97.42
0030077018000	MONDRAGON GRACIELA CRUZ 10340 GEIL ST CASTROVILLE, CA 95012	1728.75
0418281030000	ANDERSON MICHAEL B 38510 MADRONE RD CARMEL VALLEY, CA 93924	1112.20
0416311010000	SIMON CARY & BOBBE 25949 DEER RUN LN SALINAS, CA 93908	1728.75
0139281032000	LERDA MICHAEL & DOROTHY 14170 RESERVATION RD SALINAS, CA 93908	100.00

0030105002000	MARTIN PAUL & DEBBIE 11040 GEIL ST CASTROVILLE, CA 95012	1760.43
417 032014000	QUIRINALE BART A 110 HITCHCOCK CAYNON RD CARMEL VALLEY, CA 93924	700.72
0030047011000	GONZALES RAFAEL & ANGELICA SE 10780 AXTELL ST CASTROVILLE, CA 95012	218.76
0009283006000	LANGLEY DONNA M 26134 MESA DR CARMEL, CA 93923	2174.01
0030044003000	GOMES RICHARD E 10940 DAVIS ST CASTROVILLE, CA 95012	1360.90
0139371006000	SCOTT HOUCHIN A & KIMBERLY D 19239 DOVEWOOD CT SALINAS, CA 93908	820.95
139 441027000	CREIGHTON JOHN W & TINA R 19624 LONG VIEW TER SALINAS, CA 93908	978.78
0030077019000	LIZAOLA ALFONSO B & LECRECIA 10360 GEIL ST CASTROVILLE, CA 95012	1290.59
0030211036000	CARLOS HECTOR & MARIA 11379 DEL MONTE AVE CASTROVILLE, CA 95012	99.56
009 282020000	HEISMAN JILLIAN 26093 DICHRO DR CARMEL, CA 93923-8908	234.68
0015292009000	FRAZER NANCY BERNAHL 26044 CARMEL KNOLLS DR CARMEL, CA 93923	509.92
030 051033000	LUSTRE JORGE/RIOS DULCE M 11400 COOPER ST CASTROVILLE, CA 95012-2601	32.17
0259101077000	KEVER THOMAS L ADMINISTRATOR 200 LINCOLN AVE SALINAS, CA 93901	1728.75
139 041002000	NEISWONGER DONALD S/NEISWONGER PO BOX 204 MONTEREY, CA 93942-0204	396.83

030 111002000	GONZALEZ JUAN MIGUEL & MARIA R 1319 CHEROKEE DR SALINAS, CA 93906	725.65
0189372011000	CATE JEREMY CHRISTOPHER & JAN 134 EL HEMMORRO CARMEL VALLEY, CA 93924	584.35
139 341002000	VASQUEZ GREGORIO & ROZELENA 18150 STONEHAVEN SALINAS, CA 93908-1520	166.49
0030121013000	MEDINA JOSE H & INES R 10264 POMBER ST CASTROVILLE, CA 95012	853.72
0197121001000	KOUCKY FRANK L III 15305 VIA LA GITANA CARMEL VALLEY, CA 93924	32.34
0101191037000	VALLE SERGIO & TERESA GUTIERR 1241 JOSSELYN CANYON RD MONTEREY, CA 93940	1112.20
0139411034000	LOWERY JASON M & NICOLE M 26414 HONOR LN SALINAS, CA 93908	163.07
0030052001000	CHAVEZ ALBERTO & IRMA M DE 10650 BLEVINS WAY CASTROVILLE, CA 95012	110.12
030 183017000	HEREDIA JUAN B & YOLANDA L 11281 MCDOUGALL ST CASTROVILLE, CA 95012-2703	999.70
0030052006000	MARTINEZ AMANDO 10600 BLEVINS WAY CASTROVILLE, CA 95012	353.11
0030081003000	DIAZ ESEQUIEL 10620 HAIGHT ST CASTROVILLE, CA 95012	585.59
0030095007000	LUTJEN LINDA & TODD 11140 HAIGHT ST CASTROVILLE, CA 95012	1621.68
133 191015000	HATTEN NATHANIEL C/HATTEN EMM PO BOX 213 MOSS LANDING, CA 95039-0213	1728.75
229 081028000	DANIELS, MATHIAS 106 MONTEREY DUNES WAY MOSS LANDING, CA 95039-9771	1091.20
0161561025000	KIMMEL GARY DEAN 155 CORRAL DE TIERRA RD SALINAS, CA 93908	1251.08

0009146012000	CARTER GRETCHEN 24824 GUADALUPE ST CARMEL, CA 93923-8205	669.73
0187681006000	JACOBS BERNICE REBA 408 CALLE PRINCIPAL MONTEREY, CA 93940	1189.53
418261046000	FLAVIN SEAN 500 CAMINO EL ESTERO UNIT 200 MONTEREY, CA 93940	385.43
0243193021000	FRICKEL PAMELA JANE DRAKE 1150 W CAPITOL DR #112 SAN PEDRO, CA 90732	350.05
416-024-012-000	KIRK RICHARD D, KIRK BETTY J 28010 ROBINSON CANYON RD CARMEL, CA 93923	1625.98
139 351001000	FARAHMAND KARMEL PO BOX 384 SALINAS, CA 93902-0384	921.88
0139331002000	STRATMAN BRIAN J 21724 WOODROSE PL SALINAS, CA 93908	595.07
169 181017000	MAGEE TERESA LOUISE/MAGEE TERE 27400 SCHULTE RD CARMEL, CA 93923-9532	618.82
169236008000	ACKERMAN MARY A PO BOX 221819 CARMEL, CA 93922	1112.20
0415041007000	JOHNSON CRAIG PHILIP & RHONDA 252 WILDWOOD WAY SALINAS, CA 93908	829.63
187 461013000	WILKS H RUSSELL JR & JUDITH C 2 VALLE VISTA RD CARMEL VALLEY, CA 93924	1728.75
0015521004000	SUPICA GEORGE & RUTH 25055 OUTLOOK DR CARMEL, CA 93923	1921.41
0015271011000	CONNELLY RICHARD T & PAMELA K 26460 VIA PETRA CARMEL, CA 93923	139.62
418 281026000	UYEHARA CINDY 38509 MADRONE RD CARMEL VALLEY, CA 93924-9037	1112.20
0009403031000	JORDAN VARSENIK BAGHDASER 26262 CARMELO ST CARMEL, CA 93923	300.03

0161332015000	WALTER GARY A & CAROLYN I 20085 BERRA WAY SALINAS, CA 93908	857.17
910 002975000	TODD, GARY R & CAROLYN E PO BOX 1267 CARMEL VALLEY, CA 93924	302.61
0139043004000	SAARI ROSE 68 ENOS DR SALINAS, CA 93908	442.04
0139121007000	MAZZARINO JEANETTE M 18710 VASQUEZ CT SALINAS, CA 93908	1112.20
189 111008000	CONDON TIMOTHY MORROW TR 36 W GARZAS RD CARMEL VALLEY, CA 93924-9446	231.88
0139042011000	NUNEZ KATHRYN A 18030 PRADO LN SALINAS, CA 93908	843.06
0161301006000	PRIDDY PHYLLIS M 22709 PICADOR DR SALINAS, CA 93908	284.24
0161071008000	SCHUCHART ANN HIROKO & AVINA 30 PASEO DE VAQUEROS SALINAS, CA 93908	144.62
0015522009000	KAHN SANDRA J 24970 OUTLOOK DR CARMEL, CA 93923	300.80
0015032005000	SNORTUM ERNEST P JR & ELINOR 24780 OUTLOOK DR CARMEL, CA 93923	923.34
416 351003000	COHON FAMILY LLC 276 CORRAL DE TIERRA RD SALINAS, CA 93908-8806	1764.67
0015522035000	BRADLEY GORDON H & LINDA R 4285 CANADA LN CARMEL, CA 93923	981.49
0139032025000	WADE ROYCE J 19035 BUENA LN SALINAS, CA 93908	1112.20
0015031074000	KOH YOUNG & CHUNG J YOON 24809 OUTLOOK CT CARMEL, CA 93923	139.62
0187611053000	FIRSTMAN MAX LLOYD & SHARON A 8545 CARMEL VALLED RD CARMEL, CA 93923-9556	1551.80

231043005000	MACIEL MICHAEL L SR 560 F CANAL ST UNIT 277 KING CITY, CA 93930	1750.04
910 000767000	LARA RICARDA 51201 PINE CANYON RD UNIT 74 KING CITY, CA 93930	1750.04
910 000696000	AVALOS SALVADOR/AVALOS MARIA 51201 PINE CANYON RD UNIT 2 KING CITY, CA 93930	1750.04
910 000699000	CHAVEZ RAFAEL/CHAVEZ AURELIA 51201 PINE CANYON RD UNIT 5 KING CITY, CA 93930	1750.04
910 000762000	MONROY MARTHA 51201 PINE CANYON RD UNIT 69 KING CITY, CA 93930	1124.20
420 071045000	CLIFTON MICHELLE J/CLIFTON BRY 53100 PINE CANYON RD KING CITY, CA 93930-9639	833.28
910 000790000	BERRELLEZA IGNACIO/PEREZ ANNA 51201 PINE CANYON RD UNIT 97 KING CITY, CA 93930	1124.20
910 000747000	CAMACHO ELIODORO/GUEVARA NANCY 51201 PINE CANYON RD UN 54 KING CITY, CA 93930	988.61
910 000713000	NAVARRO CASIMIRO & MARLA/NAVAR 51201 PINE CANYON RD UN 19 KING CITY, CA 93930-9723	931.96
910 000757000	MULLANIX-ACKERMAN CARLA PO BOX 2120 KING CITY, CA 93930	1923.73
910 000789000	PEREZ PORFIRIO 51201 PINE CANYON RD UNIT 96 KING CITY, CA 93930	1124.20
910 000732000	LOPEZ SANTOS 51201 PINE CANYON RD UN 39 KING CITY, CA 93930	1790.53
0221152010000	HERNANDEZ RAUL O 45165 ROYAL DR KING CITY, CA 93930	988.61
910 000733000	CONNER JASON L/CONNER ISABELL 51201 PINE CANYON RD UNIT 40 KING CITY, CA 93930	2187.40

0221151007000	ROWE RICHARD B & SHIRLEY M 45180 ROYAL DR KING CITY, CA 93930	555.68
0235151014000	ROSAS GILBERT M 46471 LITTLE CREEK CT KING CITY, CA 93930	2261.89
0231026011000	CERVANTES JAVIER J & ANA MARI PO BOX 353 SAN LUCAS, CA 93954	95.77
0231036009000	VILLASENOR CESORIO & JUANA PO BOX 149 SAN LUCAS, CA 93954	752.90
0221143006000	GREGORY CHARLES T SR & DOLORE 45060 ROYAL DR KING CITY, CA 93930	1865.86
235101015000	PINE CANYON MOBILE ESTATES IN 51201 PINE CANYON RD UNIT 125 KING CITY, CA 93930	813.60
0235132003000	HERNANDEZ RAUL MEDINA & MELAN 46193 MEADOWBROOK DR KING CITY, CA 93930	1965.64
0221142009000	HICKS DONALD R & MARILYN B 451 ROYAL DR KING CITY, CA 93930	931.96
261072004000	BRUMLEY CHRISTOPHER M&ALMA R 1091 OLD STAGE RD SALINAS, CA 93908	1788.09
119261025000	GARNERO MICHAEL F 279 LAS LOMAS DR WATSONVILLE, CA 95076	1124.20
261041012000	ALEKSICH TONI&MITCHELL RICHAR 160 SAN BENANCIO RD SALINAS, CA 93908	1124.20
181201030000	CARROLL JAMES STEVEN&BARBARA 16231 APRICOT LN WATSONVILLE, CA 95076	2252.50
117371006000	GUMKE JOSEPH L&CHARLENE MARIE 109 GONDA ST WATSONVILLE, CA 95076	1707.94
0127352014000	BIKLE MICHAEL P & DARCY 7481 LANGLEY CANYON RD SALINAS, CA 93907	988.61
267111010000	ROMERO RAMON & LETICIA PO BOX 72 AROMAS, CA 95004	660.07

0119221011000	ZAMORA MARIA & RODOLFO 36 CLAUSEN RD WATSONVILLE, CA 95076	1750.04
125 243060000	TORREZ ANABEL D/TORREZ JOSE A 19800 PLAINVIEW DR SALINAS, CA 93907-1234	1750.04
125 391004000	VILLANUEVA-LOBATO EDUARDO PO BOX 1838 WATSONVILLE, CA 95077-1838	1124.20
0129211023000	MAKELA JASON & MATA EVANGELIN 14130 CAMPAGNA WAY WATSONVILLE, CA 95076	978.74
0129121021000	GASCA LEONEL 1600 SAN MIGUEL CANYON RD WATSONVILLE, CA 95076	448.56
109232017000	PUENTE GUADALUPE & ANGELINA C PO BOX 1943 GREENFIELD, CA 93927	1539.30
0125022009000	RESENDES-LOPEZ ELOY 17622 ORCHARD LN SALINAS, CA 93907	1327.63
0125602019000	LOPEZ MIRTHA ORTIZ & ED 18403 MEADOW RIDGE RD SALINAS, CA 93907	150.67
0133351021000	LEAL-MACHADO MICHELLE & LEAL 9425 CANYON OAK RD SALINAS, CA 93907	1022.10
0261041005000	GOMEZ FRANCISCO J & PATRICIA 1 ARGUELLO CIR SALINAS, CA 93907	1157.58
0117082025000	DIAZ SANTOS R 5344 SCOTTS VALLEY DR SCOTTS VALLEY, CA 95066	1707.94
0127071008000	FLORES JAMES JR & AREVALO LUPE 47 ECHO VALLEY RD #A SALINAS, CA 93907	1124.20
0125081007000	VOLK DENNIS W 1264 NOCHE BUENA ST SEASIDE, CA 93955	1750.04
0113212011000	LUTHER EDNA MAE 10140 MEADOW VIEW CIR SALINAS, CA 93907	1750.04
141 121056000	GUTIERREZ AGUSTIN 50 CARNEROS AVE AROMAS, CA 95004-9755	1850.28

0125531004000	CORTEZ MIGUEL 18807 MORO RD SALINAS, CA 93907	3280.90
0113172012000	FERNANDEZ HILDA 295 ENGLAND AVE SALINAS, CA 93906	178.29
0133293001000	PETERS JOSEPH & FRANCES 15226 CENTURY OAK RD SALINAS, CA 93907	1124.20
211 051017000	CAMPOS, GERMAIN 808 OLD STAGE RD SALINAS, CA 93908-9756	1124.20
141 071025000	BRONNAR LAURIE E PO BOX 476 LOS GATOS, CA 95031	831.51
0261121009000	CORREA PABLO SR & GUADALUPE 426 1/2A HYLAND DR SALINAS, CA 93907	1758.04
0181022004000	STARLING NAAMAN L & BEVERLY 27 MCGINNIS RD WATSONVILLE, CA 95076	1527.00
0211101023000	GARCIA ESTELA 653 MIDDLEFIELD RD SALINAS, CA 93906	192.26
0261122018000	LOPEZ ALFREDO C 169 PRADO ST SALINAS, CA 93906	1750.04
119 221015000	RUISE GEORGIE 36 CLAUSEN RD # B WATSONVILLE, CA 95076-5504	1222.59
145 161080000	VALDEZ VERONICA ALANIZ/SALVADO 25645 JEFFERSON ST CHUALAR, CA 93925-9609	1760.76
181 041003000	TOLEDO FROILAN T (TE)/TOLEDO V 235 LIVE OAK RD ROYAL OAKS, CA 95076	719.51
129012008000	REYNOLDS RESORTS LLC 32392 S HWY UNIT 170 LAGUNA BEACH, CA 92651	1124.20
412-101-078-000	MELGOZA TERESA/MELGOZA ENRIQU 7620 FALLEN LEAF LN, SALINAS, CA 93907-8545	2417.11
0109281002000	CARRILLO JOHN 39568 WALNUT AVE GREENFIELD, CA 93927	1124.20

0129121019000	SALDEN DARIN & MEAGHAN 1620 SAN MIGUEL CANYON RD WATSONVILLE, CA 95077	83.27
0181051012000	VASQUEZ RAMON 1833 GAMAY WAY SALINAS, CA 93906	1124.20
127 171029000	ROGERS TIMOTHY & FONG JASON 1143 VIA DEL SOL RD SALINAS, CA 93907	563.02
0141141016000	SEELY AMANDA ELAINE 19211 PIONEER PL AROMAS, CA 95004	146.77
129 301009000	SIMON SUSAN PO BOX 1394 APTOS, CA 95001	1124.20
0129121002000	RODRIGUEZ SUSAN P 1662 SAN MIGUEL CANYON RD WATSONVILLE, CA 95076	1905.16
125 183003000	WHITE LONNY & CORINNE K 8020 VIERRA MEADOWS PL SALINAS, CA 93907	1437.71
131044014000	PEREZ JUAN M 14444 DEL MONTE FARMS RD CASTROVILLE, CA 95012	2238.07
0133032015000	ROBERTSON BOBBY LEE & JENNIFE 17128 BLACKIE RD SALINAS, CA 93907	3500.13
0129272006000	CLARK LARRY M & FOX JANEEN 200 A TUCKER RD WATSONVILLE, CA 95076	1750.04
0113192005000	LOSADA NICANOR B & HELEN O 826 ST GEORGE SALINAS, CA 93905	120.72
0117301024000	ESPINOLA ALBERTO M S & JOE M 430 SALINAS RD WATSONVILLE, CA 95076	1154.51
0133392012000	ORTIZ CECILIA & JOSE L ALVARE 9638 KNOLLWOOD CT SALINAS, CA 93907	1030.07
0181051012000	VASQUEZ RAMON 1833 GAMAY WAY SALINAS, CA 93906	1750.04
0129231008000	VALDEZ CONSUELO 619 STRAWBERRY RD WATSONVILLE, CA 95076	1750.04

0129095038000	LEYBA PAUL 7385 LEAFWOOD DR SALINAS, CA 93907	1520.19
133 021012000	PADILLA ANTONIO 9801 PRUNEDALE SOUTH RD SALINAS, CA 93907	2441.99
0129272006000	CLARK LARRY M & FOX JANEEN 200 A TUCKER RD WATSONVILLE, CA 95076	438.19
0117441006000	SOLIS ANTONIO & MARIA A 257 VEGA RD WATSONVILLE, CA 95076	71.05
211 081023000	RODRIGUEZ JUAN ESTATE OF ET AL 782 SAN JUAN GRADE RD SALINAS, CA 93906-1014	1136.16
0117181034000	CHAVEZ MARTHA 12655 FAIR WAY WATSONVILLE, CA 95076	733.89
211-121-024-000	WOOD, JOHN D TRUST 747 MIDDLEFIELD RD SALINAS, CA 93906	333.00
141 071033000	CHASCO MARIA 19346 OAK RIDGE DR AROMAS, CA 95004-9143	1750.04
0261062003000	CAMACHO ARTURO & CHERYL 152 SAN JON RD SALINAS, CA 93907	816.02
0127171017000	GUTIERREZ SALVADOR & M SANDRA 7 LA ENCINA DR SALINAS, CA 93907	1990.51
261 091006000	VARGAS BACILIO G & MARIA C 861 CACTUS CT SALINAS, CA 93905	2001.55
0125151025000	BURKLEO WILLIAM G & PAULA A 8810 BERTA RIDGE CT SALINAS, CA 93907	1116.68
0119292015000	COLLAZO ARACELI & ELIBEIS 2525 GARIN RD WATSONVILLE, CA 95076	1105.34
133 031053000	VILLA ELIZABETH/VILLA ARMANDO 9660 PRUNEDALE SOUTH RD SALINAS, CA 93907	2198.92
0125041008000	REED JOSHUA 17709 PESANTE RD SALINAS, CA 93907	645.33

145 161037000	CARRILLO AMBROSIO F/CARRILLO M 25895 ROOSEVELT ST CHUALAR, CA 93925	1337.40
0129321009000	GUITERREZ KATHLEEN M & ERIC A 5 DESMOND RD SALINAS, CA 93907	379.16
145 051010000	PEDROZA MARY REGINA 150 KERN ST SPC 142 SALINAS, CA 93905-2043	1750.04
0133032034000	GONZALEZ ALVARO GONZALEZ & PA 17000 BLACKIE RD SALINAS, CA 93907	691.25
0131021016000	SOTO JOSE ISABEL & MARIA DE C 15790 CASTROVILLE BLVD CASTROVILLE, CA 95012	1122.21
0211171016000	ROMAN RAY RAYMUNDO JR 52 NORMAN WAY SALINAS, CA 93906	2433.42
910 002808000	SHAW JOAN 800 DOLAN RD UNIT 14 MOSS LANDING, CA 95039	921.88
125 131017000	FLOWER VICTORIA 17741 BERTA CANYON RD SALINAS, CA 93907-1304	931.96
0127253007000	LANGHOLZ JEFFREY & KAREN LOWE 334 MAHER RD WATSONVILLE, CA 95076	145.46
0119121031000	GOMEZ SALLY T 16 WILLOW RD WATSONVILLE, CA 95076	1750.04
0141012007000	CLARK CLIFFORD LANE SR 2920 SAN JUAN RD AROMAS, CA 95004	3333.94
131032034000	KIRKPATRICK DONNA V & BRENDA 4702 CHROME RIDGE RD PLACERVILLE, CA 95667	1124.20
127 281004000	AGUIRRE MARIA MONTOYA/MONTOYA 7675 PINE TREE WAY SALINAS, CA 93907-8537	272.36
127-291-059-000	CARROLL MARY K 632 ALAMEDA AVE SALINAS, CA 93901-3028	1750.04
0125111019000	MOON E L & BETTY E 9375 KING RD SALINAS, CA 93907	1750.04

0129152014000	HIHN JAYE M 292 HIDDEN VALLEY RD WATSONVILLE, CA 95076	1124.20
261 071026000	US BK NA SERIES 2006- AR4 TRUS 8950 CYPRESS WATERS BLVD COPPELL, TX 75019-4620	6190.43
0125041014000	FORGETTE THOMAS ALLEN 17747 PESANTE RD SALINAS, CA 93907	2223.29
129012008000	REYNOLDS RESORTS LLC 32392 S HWY UNIT 170 LAGUNA BEACH, CA 92651	1124.20
0181032021000	COCHRAN CHRISTYN M PO BOX 287 AROMAS, CA 95004	146.90
119 152020000	HERNANDEZ, YUSDIVIA JUDY 6 LAS LOMAS DR ROYAL OAKS, CA 95076-5512	3069.42
0113261013000	ORTIZ ESTEBAN & GENOVEVA GONZ 341 HARRISON RD SALINAS, CA 93907	1368.15
127 301030000	BROWN MICHELLE DENISE & DEBORA 7195 LANGLEY CANYON RD SALINAS, CA 93907-8924	924.20
127252042000	ELIAS BERTHA 16430 CHARLES SCHELL LN WATSONVILLE, CA 95076	275.34
0267151044000	DONIGIAN ALLYN 17705 MURPHY HILL RD AROMAS, CA 95004	42.12
0133022009000	ROMAN RAMIRO & BARBARA 9345 PRUNEDALE RD SALINAS, CA 93907	145.46
0119081006000	GALVAN MARY ELLEN & LUPE LIMO 44 WAUGH RD WATSONVILLE, CA 95076	779.47
0125601003000	POTTS CHARLIE & KIMBERLY D 10750 COUNTRY MEADOWS RD SALINAS, CA 93907	1688.70
0125471008000	FEENSTRA JAMES E 19075 KAREN DR SALINAS, CA 93907	422.20
129 093010000	FUENTES ROCIO/FUENTES SERGIO 339 PARADISE RD SALINAS, CA 93907-8728	124.76

0211141006000	PERRY CHARLES NICHOLAS 543 BRUKEN AVE STE A SALINAS, CA 93901-4367	1124.20
0125603022000	MADSEN TODD M & KATRINA M LUN 18477 MEADOW RIDGE RD SALINAS, CA 93907	1969.15
267 101014000	RHOADS ESTHER J 216 MARCUS ST AROMAS, CA 95004-1806	1180.10
0133411006000	MASSERA ROBERT A & BARBARA L PO BOX 651 CASTROVILLE, CA 95012	1112.20
0125601026000	BUENO EDWARD A & CHRISTINE G 18374 MEADOW RIDGE RD SALINAS, CA 93907	1135.38
181201022000	BRANNON DIANE M PO BOX 718 OAKHURST, CA 93644	1488.09
127 301005000	OROZCO GERARDO LEANDRO & GUTIE 7165 LANGLEY CANYON RD SALINAS, CA 93907-8551	1860.91
0119241004000	ZAMORA ERNAN XILONZOCHITI 235 LAS LOMAS DR WATSONVILLE, CA 95076	990.70
125 133029000	HOGGE ROBERT H IV/HOGGE JESSIC 17782 BERTA CANYON RD SALINAS, CA 93907-3322	853.02
145 061004000	MUNOZ HORTENCIA PO BOX 49 GONZALES, CA 93926-0049	1124.20
0181061023000	ORTIZ SEVERIANO G & ELISA P 50 FLORENCE AVE WATSONVILLE, CA 95076	1750.04
0211191012000	DUMAS MARIA C & LOUIS M 294 DEXTER DR SALINAS, CA 93906	2187.40
133 094062000	CAMPOS JAVIER/CAMPOS MARIA D 9689 ESPERANZA CIR CASTROVILLE, CA 95012-9623	395.58
0211211009000	MACKLEY CHARLES N & MARILYN 12832 JASPER WAY SALINAS, CA 93906	1235.22
133095039000	MARTINEZ CARLOS HERNANDEZ & L PO BOX 416 MOSS LANDING, CA 95039	1738.59

0267041016000	JOHNSON STEPHEN E & JO ANN 1917 SAN JUAN RD AROMAS, CA 95004	1231.39
125 071016000	HECK, COLLEEN 17906 PESANTE RD SALINAS, CA 93907-1509	1500.04
125 312007000	OWEN DEBRA 2780 EL CAMINO REAL N SALINAS, CA 93907-1215	3534.65
125 571010000	DE LA CRUZ JORGE/DE LA CRUZ SO 20225 WILDER CT SALINAS, CA 93907-1408	1124.20
0129211007000	FLORES SARA 111 HIDDEN VALLEY RD WATSONVILLE, CA 95076	1245.54
0211121023000	HERNANDEZ FERNANDO & JESSICA 749 MIDDLEFIELD RD SALINAS, CA 93906	2237.95
113 101012000	SHARP TODD/SHARP MARIA 362 RESERVATION RD MARINA, CA 93933-3230	1858.75
0129301002000	DOUGLAS PAUL TURNER 270 STRAWBERRY CANYON RD WATSONVILLE, CA 95076	1480.74
0267191037000	BUGALSKI ROBERT ALLAN 185 LYNETTE DR APTOS, CA 95003	1124.20
0141013022000	USRY DWIGHT & WENDY S 1185 MARILYN LN AROMAS, CA 95004	1231.39
0127101015000	DEORTA JUAN & MARIA SALUD HER 737 ECHO VALLEY RD SALINAS, CA 93907	1992.25
211 082011000	CEBALLOS OLIVER 21115 VALLE SAN JUAN DR SALINAS, CA 93907-9201	2124.24
0125553008000	THOMPSON BRENDA F & PAUL E 6830 TUSTIN RD SALINAS, CA 93907	2069.81
0127331038000	HERNANDEZ GERARDO 1295 SAN MIGUEL CANYON RD WATSONVILLE, CA 95076	1750.04
0129261010000	BRUCE LETA MAE 159 STRAWBERRY CANYON WATSONVILLE, CA 95076	1124.20

145 161039000	FLORES MARIA O PO BOX 571 CHUALAR, CA 93925	873.32
0133095007000	CRUZ IDALIA 9148 LOS NINOS PL CASTROVILLE, CA 95012	144.62
133 095008000	SALAZAR CELESTINO & MARIA A 11099 POOLE ST CASTROVILLE, CA 95012	649.23
0119231007000	ORTIZ JORGE 77 CLAUSEN RD WATSONVILLE, CA 95076	1124.20
0129222012000	CASTRO JORGE 19 HERBERT RD SALINAS, CA 93906-1001	2187.40
129 051004000	ALVAREZ SALVADOR & HERMELINDA 17449 MCGUFFIE RD # A SALINAS, CA 93907	1124.20
0119191010000	INIGUEZ JAMIE & VERONICA 7 GREGORY RD WATSONVILLE, CA 95076	1872.03
141-141-004-000	CLARK GINA A 3010 PIONEER CT AROMAS, CA 95004-9707	392.66
133 023010000	SAWYER BONNIE ANN 8990 PRUNEDALE RD S SALINAS, CA 93907-8813	1124.20
0117421037000	CASARES JOHN & YVETTE VILLARR 369 VEGA RD WATSONVILLE, CA 95076	1264.44
133 094061000	CRUZ JENNIFER LYNN/DUCUSIN ANT 9693 ESPERANZA CIR CASTROVILLE, CA 95012-9623	1418.79
0133094052000	GALINDO MIROSLAVA & ENRIQUE M 9740 CORTEZ LN CASTROVILLE, CA 95012	444.23
0133094019000	CORTES LUIS FERNANDO & CIRIA 9566 VIVA LN CASTROVILLE, CA 95012	1467.80
0119201008000	RODRIGUEZ GILBERTO & MARIA SA 35 OVERPASS RD WATSONVILLE, CA 95076	1124.20
181-171-009-000	ACEVEDO JOSEPH D 2447 SAN JUAN RD AROMAS, CA 95004-9103	1750.04

0133094028000	GONZALEZ BIVIANO & IRMA 780 ELKINGTON AVE #G SALINAS, CA 93905	253.37
0133095017000	MELGOZA AURELIO & MARGARITA 9215 CAMPO DE CASA DR CASTROVILLE, CA 95012	978.77
181041065000	KELLY BALDWIN 222 LIVE OAK RD WATSONVILLE, CA 95076	666.89
0133094041000	IBARRA JAVIER & MARIA G QUINT 9288 CAMPO DE CASA DR CASTROVILLE, CA 95012	68.12
133 013049000	THORSTED TED H JR (TE)/CAMPBEL 9870 ROLLING MEADOWS LN SALINAS, CA 93907-8807	63.35
0141121022000	TIDWELL ELSIE E 553 CARPENTERIA RD AROMAS, CA 95004	726.18
0131031012000	ROOT TERRY L & SAMANTHA N M K 15809 DEL MONTE FARM RD CASTROVILLE, CA 95012	285.92
0109281002000	CARRILLO JOHN 39568 WALNUT AVE GREENFIELD, CA 93927	1124.20
0133095023000	GUZMAN LUIS G & JUANA ORTEGA 9239 CAMPO DE CASA DR CASTROVILLE, CA 95012	1142.96
0133095024000	CASTRO 9243 CAMPO DE CASA DR CASTROVILLE, CA 95012	838.25
133095025000	GASCA ELEAZAR & ROSA ISELA AG 8017 MESSICK RD SALINAS, CA 93907	1112.20
0113192011000	RAMIREZ LOUIE JR & MICHELLE L 105 ROGGE RD SALINAS, CA 93906	1377.49
0113171024000	VELASQUEZ JESSE & MARY T 292 ENGLAND AVE SALINAS, CA 93906	961.48
0117373007000	GUIDOTTI ROSEMARIE 20 LIVE OAK RD WATSONVILLE, CA 95076	2201.46
0131151010000	WOLF BILLY K & LISA M 15195 AMARAL RD CASTROVILLE, CA 95012	1112.20

261 074004000	UNA NUEVA ESPERANZA INC 15630 NANCY DR SALINAS, CA 93907-1842	1421.37
127 322001000	EASON JAY MORGAN & CHERYL E 680 MAHER CT ROYAL OAKS, CA 95076-9014	1104.86
0125591007000	ANDA ESTHER M 19245 REAVIS WAY SALINAS, CA 93907	1750.04
0125421036000	PREVITALI FRANCIS L & KERRY S 9655 MARTIN LN SALINAS, CA 93907	644.51
012 543102900	CLARE, JEFFREY L 9604 MOUNTAIN VIEW TERRACE LN SALINAS, CA 93907-1525	1215.59
0133111002000	TABER BRENDA & KEVAN 16518 MERIDIAN RD SALINAS, CA 93907	1059.05
127 071026000	MARTINEZ SAUL RESENDIX 99 ECHO VALLEY RD SALINAS, CA 93907-8490	886.72
0117101003000	SILVA LILLIAN B 14 FRUITLAND AVE WATSONVILLE, CA 95076	115.58
117331027000	MORIMOTO'S AUTOMATIC 66 BROOKLYN ST WATSONVILLE, CA 95076	263.13
0117332004000	YAGI CHIYOKO 16 PORTER DR WATSONVILLE, CA 95076	889.79
125 143043000	CHASE ROBIN DEHART 18143 BERTA CANYON RD SALINAS , CA 93907-1307	1124.20
0133302012000	CALVIN BRENT W & REGAN M BROW 9500 TAN OAK WAY SALINAS, CA 93907	1234.01
0133452035000	DAROCY ALEX F 9723 BLUESTEM PATH SALINAS, CA 93907	439.82
0117171007000	CLUSTER JAMES FRANKLIN 193 HUDSON LANDING RD WATSONVILLE, CA 95076	1687.62
0119212011000	COSIO ASENCION & DELIA R 3 OVERPASS RD WATSONVILLE, CA 95076	1547.75

0119171008000	GALLARDO HERMELINDO & CORINA 20 GREGORY RD WATSONVILLE, CA 95076	1750.04
0117431002000	MARTINEZ MANUELA MARES & CARM 290 VEGA RD WATSONVILLE, CA 95076	398.21
0119301004000	STRODDER ROY & EDNA MAY LIVIN 2415 GARIN RD WATSONVILLE, CA 95076	1106.01
0181221011000	SCHMIDT DAN & JENNIFER 17280 TAMARA LN WATSONVILLE, CA 95076	1124.20
0267083039000	PRADER SHEILA LEE 1601 AROMAS HEIGHTS LN AROMAS, CA 95004	1124.20
267051015000	GRAFF THOMAS G & MARYLOU 176 AROMAS RD AROMAS, CA 95004	1144.62
0267151046000	HALDEMAN DANIEL & DANIEL R 795 VIA MANZANA AROMAS, CA 95004	1719.31
0119161018000	ZAMORA FORENCIA GOMEZ DE 43 LAS LOMAS DR WATSONVILLE, CA 95076	1750.04
0117032005000	HERNANDEZ AMANDA A 267 JENSEN RD MOSS LANDING, CA 95039	599.03
0267141010000	JOHNSON EUGENE D 669 REBECCA CIR AROMAS, CA 95004	1105.34
0119241016000	GONZALEZ JUAN & TERESA 275 LAS LOMAS DR WATSONVILLE, CA 95076	1750.04
0131111013000	PEREIRA ANDREW J & DEBRA 1449 ELKHORN RD WATSONVILLE, CA 95076	1784.68
0119122016000	RODRIGUEZ GEORGE LUIS & NANCY 383 BERRY RD WATSONVILLE, CA 95076	1773.08
412-141-017-000	MARTINEZ JUAN R 89 SILL RD ROYAL OAKS, CA 95076	1842.12
119111022000	CHRISTIANSEN ELISE J 88 OAK RD ROYAL OAKS, CA 95076	1750.04

181 023016000	OKAMOTO THOMAS KENJI 50 MCGINNIS RD WATSONVILLE, CA 95076-5709	1124.20
0141121016000	GORDON GAIL E & LOIS C 18775 GREENLEAF DR AROMAS, CA 95004	1266.24
0267092014000	BELLAH LLC 158 CENTRAL AVE SALINAS, CA 93901	1124.20
0125071016000	HECK COLLEEN 17906 PESANTE RD PRUNEDALE, CA 93907	2550.22
127 341027000	FINK NICOLE & TROY 6789 LANGLEY CANYON RD SALINAS, CA 93907-8532	819.81
0211121020000	ALTEMEYER HERBERT H & DOROTHY 757 MIDDLEFIELD RD SALINAS, CA 93906	1538.37
0109232004000	VISORIA STANLEY PO BOX 5484 RICHMOND, CA 94805	1528.47
261 131036000	MARAVILLA DOLORES A/MARAVILLA 16990 EL RANCHO WAY SALINAS, CA 93907-1702	2199.54
0261121026000	CARRILLO FELIX M & LOLA N 420 HYLAND DR SALINAS, CA 93907	1124.20
0261091020000	SALAZAR EVERARDO & VIRGINIA 16873 EL RANCHO WAY SALINAS, CA 93907	2187.40
0253021008000	SOLIS ELOISA D 645 BORONDA RD SALINAS, CA 93907	1124.20
0261063018000	GOMEZ GREGORY & SUSIE 17 MUROC ST SALINAS, CA 93907	1156.62
133-014-021-000	HOLMES DOUGLAS C (TE), HOLMES 9880 ROLLING MEADOWS LN SALINAS, CA 93907	30.72
125 232047000	PITCHFORD JAMES B & JUDITH A T 19522 MALLORY CANYON RD SALINAS, CA 93907-1247	772.00
0131071009000	CLARK MORRIS D & DOROTHY M 1820 ELKHORN RD CASTROVILLE, CA 95012	1728.75

0125102009000	FERGUSON JAMES EDWARD JR 8995 COKER RD SALINAS, CA 93907	3185.66
113 192003000	DOMINNO-CAILLES ANNAMARIE & DO 1730 KLAMATH DR SALINAS, CA 93906	739.90
211 201018000	ALCALA JOSE LUIS RODRIGUEZ ETA 314 SAN JUAN GRADE RD SALINAS, CA 93906	658.97
0113241005000	MARTINEZ SHARON E 19730 PINEHURST LN SALINAS, CA 93906	1575.40
0261121006000	CONYERS JUNE E PO BOX 6505 SALINAS, CA 93912	1124.20
0261121028000	GOMES RICHARD E & GLORIA VARG PO BOX 656 CASTROVILLE, CA 95012	1313.43
0261121009000	CORREA PABLO SR & GUADALUPE 426 1/2A HYLAND DR SALINAS, CA 93907	1124.20
0261122035000	HOLLAND LAURA K 8 HIGUERA LN SALINAS, CA 93907	1751.00
0113172010000	NAVA MARIA CARMEN GONZALEZ & 299 ENGLAND AVE SALINAS, CA 93906	1834.14
0113192013000	SYLLA MARINA & GATTON YANA 102 DENNER RD SALINAS, CA 93906	798.80
0133481016000	DAVIS JAMES FRANKLIN III & AN 9956 COCKLE BUR CT SALINAS, CA 93907	2026.58
0133293003000	BARTOLI MAURO A & HILDA 15244 CENTURY OAK RD SALINAS, CA 93907	1750.19
0261061010000	MAGANA CATALINA & RAMOS FELIP 309 ADDINGTON LN SALINAS, CA 93907	252.78
165 011005000	COLANCO 36817 FOOTHILL RD SOLEDAD, CA 93960-9656	3149.77
145 161064000	CASTRO CRISTELA I/CASTRO HENRY 25715 MADISON ST CHUALAR, CA 93925-9611	1589.05

145 161046000	RANGEL MARIA L/RANGEL MANUEL P PO BOX 251 CHUALAR, CA 93925-0251	1589.19
0177171005000	ACREY ERNEST 18749 GOULD RD SALINAS, CA 93908	802.11
113 102002000	RASCON JESUS A 20 WHITE RD SALINAS, CA 93907-1622	355.61
0125551050000	MONTGOMERY CHARLES H III 6805 TUSTIN RD SALINAS, CA 93907	2017.55
1251 03003000	PADDOCK RICHARD G 7591 VIA GUISEPPE LN SALINAS, CA 93907-1366	1124.20
0113051007000	JOHNSON GEORGIA LUCILLE 278 ESPINOSA RD SALINAS, CA 93907	1073.47
0127192011000	FORESMAN COLEEN F 523 ECHO VALLEY RD SALINAS, CA 93907	1750.04
0127192014000	JERRY KUHL D 449 ECHO VALLEY RD PRUNEDALE, CA 93907	439.82
0127072015000	KANE MARY ELLEN 156 ECHO VALLEY RD SALINAS, CA 93907	931.96
125 142016000	MURRAY CAROL LYNN 17970 BERTA CANYON RD SALINAS , CA 93907-3323	2026.42
153011064000	BENGARD FAMILY PARTNERSHIP PO BOX 80090 SALINAS, CA 93912	833.28

PARCEL	Parcel Owner/Address	TOTAL DUE
187 433059000	CHURCH JOHN P PO BOX 1029 CARMEL VALLEY, CA 93924-1029	1867.22
0131051062000	MOHSSIN IDRIS PO BOX 880 CASTROVILLE, CA 95012	22274.56
020 181004000	VIORATO AURELIO/VIORATO GABRI PO BOX 1824 GONZALES, CA 93926-1824	1594.73
0231034006000	VALENCIA FLORA PO BOX 1218 GREENFIELD, CA 93927-1218	9419.65
030 154009000	S & J CASTROVILLE INVESTMENTS 355 E MARKET ST SALINAS, CA 93901	1061.12
030 162010000	ALVAREZ BROTHERS LLC 8065 SAN MIGUEL CANYON RD SALINAS, CA 93907	278.51
030 166007000	MOHSIN ADAM MUSED SR & TERRY L 870 RIVER RD SALINAS, CA 93906	387.06
030 166007000	MOHSIN ADAM MUSED SR & TERRY L 870 RIVER RD SALINAS, CA 93906	4707.26
030-211-014-000	CORREA CECILIA A 11559 CALIFORNIA ST CASTROVILLE, CA 95012-3103	4116.72
109 301007000	HERNANDEZ ANTONIO R PO BOX 1181 GREENFIELD, CA 93927-1181	10490.54
113 201006000	FERRY JOSEPH P 389 SAN JUAN GRAD RD SALINAS, CA 93906	4058.73
113-131-009-000	TORREZ ANABEL/TORREZ JOSE A 11050 RALPH LN SALINAS, CA 93907-1624	6337.40
117 052017000	SWEET EARTH INC 3080 HILLTOP RD MOSS LANDING, CA 95039-9692	570.71
117 301038000	CANO RAMON 39 STRUVE RD MOSS LANDING, CA 95039-9636	1163.80

117 332015000	MERCANTIL MEXICANA INC 21 BISHOP ST # A WATSONVILLE, CA 95076-5303	18645.19
117 401021000	TSUJI EUGENE TR & TSUJI ARLENE 370 POPPY WAY APTOS, CA 95003	8530.65
127 361028000	DEVORE ROBERT D & ANA TRS 2203 SAN MIGUEL CANYON RD SALINAS, CA 93907-9016	339.02
129 042004000	CALVARY COMMUNITY CHURCH OF SA 8145 PRUNEDALE NORTH RD PRUNEDALE, CA 93907-8826	16046.24
131 033005000	JUAREZ FILIBERTO 8841 ARCHER RD SALINAS, CA 93907	8069.47
133 172013000	MOSS LANDING COMMERCIAL PARK L 2922 DAIMLER ST SANTA ANA, CA 92705-5811	3380.70
133 172013000	MOSS LANDING COMMERCIAL PARK L 2922 DAIMLER ST SANTA ANA, CA 92705-5811	3811.22
133 172013000	MOSS LANDING COMMERCIAL PARK L 2922 DAIMLER ST SANTA ANA, CA 92705-5811	19239.24
133 012005000	RYAN ROBERT ROUSE 136 AMESTI RD WATONSVILLE, CA 95076-1102	6417.65
133 492002000	SEVEN UP BOTTLING CO OF SAN FR PO BOX 1925 FRISCO, TX 75034-0033	6626.50
137 051030000	COSTA DAVID 36817 FOOTHILL RD SOLEDAD, CA 93960-9656	900.82
137 061026000	JMAHD VENTURES LLC 28782 TOP OF THE WORLD DR LAGUNA BEACH, CA 92651-2071	46913.05
137-061-032-000	ALVAREZ BROTHERS LLC 8065 SAN MIGUEL CANYON RD SALINAS, CA 93907-1244	11196.14
137-061-032-000	ALVAREZ BROTHERS LLC 8065 SAN MIGUEL CANYON RD SALINAS, CA 93907-1244	13557.10
137-121-006-000	BYBERRY HOLDING COMPANY INC 5872 OWENS AVE STE 200 CARLSBAD, CA 92008-5518	83002.55

137-141-011-000	MONTEREY BOTANICALS LLC 590 BRUNKEN AVE STE A SALINAS, CA 93901-4355	11829.23
153-011-053-000	GABEGARCIA LLC & KDEVEAUX LLC 22520 MURIETTA RD SALINAS, CA 93908-9695	10616.76
161 293012000	KELTON, TITLE CORP 2716 OCEAN PARK BLVD STE 3006 SANTA MONICA, CA 90405-5299	4636.74
167-061-025-000	MONTGOMERY JASON 493 JEAN CIR MARINA, CA 93933-4012	5068.06
187-433-025-000	PILOT ROAD LLC 14573 BIG BASIN WAY SARATOGA, CA 95070	1543.10
207 121014000	TANIMURA LAND COMPANY PO BOX 4070 SALINAS, CA 93912	3114.15
211 162021000	PENTECOSTAL CHURCH OF GOD OF 1375 E MARKET ST SALINAS, CA 93905	9747.23
211014007000	ATULOT APOLINAR 362 SAN JUAN GRADE RD SALINAS, CA 93906	20343.42
223 011022000	TORRES K L 2023 FAM TRUST 537 LADO DR SANTA BARBARA, CA 93111-1519	2908.87
233-021-022-000	FAIRVIEW REAL PROPERTIES LLC 23755 SPECTACULAR BID LN MONTEREY, CA 93940-6527	7459.00
235-081-063-000	ZUNIGA MARIA E 51264 CATTLEMEN RD KING CITY, CA 93930	3180.84
237-072-004-000	GRAY FRED L PO BOX 332 SAN MIGUEL, CA 93451-0332	1614.20
245-051-006-000	MEDINA REBECCA M 45420 BITTERWATER RD KING CITY, CA 93930-9423	5023.83
257-032-012-000	NAHAL PROPERTIES LLC 2241 COLUMBINS RIDGE PL GILROY, CA 95020-2174	1705.86
267-123-031-000	BARWICK MICHAEL DENNIS/JANECE 1058 KENTFIELD DR SALINAS, CA 93901-1066	1499.99

416-452-026-000	CARR BRIAN R (TE)/MARTIN LINDA 556 CORRAL DE TIERRA RD SALINAS, CA 93908-8910	2671.28
422 221005000	CHURCH OF JESUS CHRIST IN THEA PO BOX 10279 SALINAS, CA 93912-7279	3149.18
422-081-102-000	BILINSKI DON D PO BOX 434 LOCKWOOD, CA 93932-0434	3149.18
422-081-111-000	SULLIVAN ROBERT BRIAN (TE)/SUL 7333 MESA DR APTOS, CA 95003-3311	4488.61
423 041094000	MARTINUS JAN HENRY PO BOX 72 LOCKWOOD, CA 93932-0072	9389.10
423 361005000	9029 ST IVES DR ACQUISITION L 2540 CORPORATE PL STE B108 MONTEREY PARK, CA 91754-7636	3000.93
423-211-017-000	EASTWOOD DEREK/MARVALEY NADIN 150 W SAM HOUSTON PKWY N APT 1224 HOUSTON, TX 77024-4758	3149.18
423-321-017-000	HAMMEL DARREN J 66811 CROSS RD LOCKWOOD, CA 93932	1099.86
423-341-020-000	BYNUM CLIFFORD RAY/CARNELL KA 70267 JOLON RD BRADLEY, CA 93426	4837.64
424 131062000	KAHAN DEAN J PO BOX 774 TEMPLETON, CA 93465-0774	164.31

County of Monterey

Board Report

Legistar File Number: 25-520

Item No.18.1

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/27/2025
Version: 2

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive an update from the Auditor Controller related to State Disability Insurance Withholdings; and,

b. Direct staff to return to the Board with an update in August 2025. (ADDED VIA ADDENDA)

County of Monterey

Board Report

Legistar File Number: OBM 25-096

Item No.19

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **July 1, 2025 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in ~~January 2025 July 2025~~ August 2025.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Soccer complex that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff submitted for FY26 Federal Earmarks.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in ~~July 2025~~ August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of $50,000 is proposed for FY26 CIP funding and prioritization.	Pending
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in ~~January 2025 July 2025~~ August 2025..	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of ~~January~~Fall 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision.	Pending
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli/Wilson	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025.	Pending
28	2024.16	12/3/2024	Alejo	Health Department, County Counsel/CAO/DSS		Blitch/Elsa/Paolinelli/Franks	SHARE Center Mental Health Services and MOU Modifications	The purpose of this referral is to establish on-site mental health services for the children and families staying at the SHARE Center and to also modify the MOU with the City of Salinas to require advanced notice, input and agreement by the Board of Supervisors when there is a proposed change of the operator of the SHARE Center. The MOU should also be modified to require providing annual reporting to the Board of Supervisor on the amount of individual families served and the number of those placed in permanent housing. A preliminary anlysis was prsented to the Board on January 28, 2025. Staff will provide an update to the Board on March 18, 2025. Staff presented the update at the Board of Supervisors meeting on March 18th where they were advised to modify the MOU with the City of Salinas to require advanced notice, input, and agreement by the Board of Supervisors when there is a proposed change to the operator of the SHARE Center. **Referral deemed complete by referring Supervisor Alejo on June 26, 2025.**	**Complete**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending
30	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025.	Pending
31	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
33	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending
34	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025.	Pending
								Completed by Executive Assistant on June 26, 2025	

County of Monterey

Item No.20

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: OBM 25-097

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 25-098

Item No.21

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/17/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 25-518

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/26/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2025 Board of Supervisors Meeting Schedule

Before the Board of Supervisors in and for the County of Monterey, State of California

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2025……)

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 7, 2025
January 14, 2025
January 28, 2025
February 4, 2025
February 7, 2025 Legislative Workshop - Friday
February 18, 2025
February 25, 2025
March 7, 2025 BOS/Dept. Head Retreat - Friday
March 11, 2025
March 18, 2025
March 25, 2025 Budget Workshop
April 15, 2025
April 22, 2025
April 29, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 28, 2025 Budget Hearings - Wednesday
May 29, 2025 Budget Hearings – Thursday (If needed)
June 3, 2025
June 10, 2025
June 17, 2025 Budget Adoption, etc.
June 24, 2025
June 26, 2025 Executive Performance Evaluations -Thursday
June 27, 2025 Executive Performance Evaluations – Friday (If needed)
July 1, 2025
July 8, 2025
August 5, 2025
August 12, 2025
August 19, 2025
August 26, 2025
September 16, 2025
September 23, 2025
September 30, 2025
October 7, 2025
October 14, 2025
October 21, 2025
October 28, 2025
November 4, 2025
November 18, 2025

December 2, 2025
December 9, 2025
December 10, 2025 – Wednesday Overflow (If needed)
December 11, 2025 Executive Performance Evaluations - Thursday
December 12, 2025 Executive Performance Evaluations – Friday (If needed)

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 21, 2025	Martin Luther King's Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 205	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 24, 2024.

Dated: September 27, 2024

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 6/12/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding $132,988 for a revised total not to exceed amount of $2,100,988 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($70,000) of the original contract amount and do not increase the total contract amount above $2,170,988.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding $132,988 for a revised total not to exceed amount of $2,100,988 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($70,000) of the original contract amount and do not increase the total contract amount above $2,170,988.

SUMMARY/DISCUSSION:

NMC's Neonatal Intensive Care Unit (NICU) provides stabilization of the initially ill newborn and intermediate intensive care as well as continuing care for growing newborns. NMC has an agreement with UCSF School of Medicine Department of Pediatrics to provide two highly trained neonatologist physicians for 24/7 coverage of infants admitted to the NICU as well as oversight and medical direction of the unit. NMC wishes to amend the agreement to increase the neonatology services by 0.3 Full-Time Equivalent (FTE) for the High-Risk Infant Follow-up (HRIF) services required for Natividad's Level III NICU and extend term by four months after the Agreement's natural term in

accordance with State and Federal guidelines for physician contracting. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

FINANCING:
The cost of this amendment is $132,988. The total not to exceed amount of this Agreement is $2,100,988 for the period April 1, 2021 to July 31, 2026. $600,988 is included in the Fiscal Year 2025/2026 Recommended Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Partnering with UCSF will enhance the breadth of services now being provided at NMC for children in Monterey and neighboring counties, thus allowing more children and their families to remain closer to home for acute pediatric care.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fourth Amendment
Third Amendment
Second Amendment
First Amendment
Agreement

Attachments on file at the Clerk of the Board

Introduced: 6/12/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

FINANCING:
The cost of this amendment is $132,988. The total not to exceed amount of this Agreement is $2,100,988 for the period April 1, 2021 to July 31, 2026. $600,988 is included in the Fiscal Year 2025/2026 Recommended Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fourth Amendment
Third Amendment
Second Amendment
First Amendment
Agreement

Attachments on file at the Clerk of the Board

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

FOURTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Medical Director and Professional Services Agreement ("Fourth Amendment") is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics ("UCSF") and County of Monterey, on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the "Services") for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; and a Third Amendment with an effective date of April 1, 2025 (collectively, the "Agreement").

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to include clinical services for Hospital's High Risk Infant Follow-up program.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. The following language is added as a new Section 1.1(c), High Risk Infant Follow-up Program:

> "(c) High Risk Infant Follow-Up program (HRIF) Clinical Services. The UCSF Physician providing HRIF clinical services shall be identified in Exhibit 1.1 by mutual agreement of the parties, keep monthly time logs submitted to the Hospital and shall provide twelve (12) hours per –week , but not to exceed sixty (60) hours per month in HRIF clinical services, described in Exhibit 1.1a of this Agreement. The total hours of HRIF clinical services provided by UCSF shall not exceed six hundred twenty four (624) hours per year."

2. A new Section 4.3.6, Fee for HRIF Clinical Services:

> "Fee for HRIF Clinical Services is $213.62 per hour equaling $11,108 per month for the HRIF clinical services rendered by UCSF Physicians under this Agreement. The payments for the HRIF clinical services shall not exceed $193,300 per contract year and is subject to quarterly billing and payment reconciliation by the parties in Section 4.3.2."

3. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

> "4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the aggregate sum of $2,100,988.

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4. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

> "4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.3 FTE of Pediatric Neonatology and HRIF clinical services total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed $600,988 per year (August 1, 2025 to July 31, 2026). The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $346,322 (median) and $419,178 (75th tile)."

5. Section 5.1 is hereby amended and restated to read in its entirety as follows:

> "5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until July 31, 2026 (the "Expiration Date"), subject to the termination provisions of this Agreement."

6. Exhibit 1.1a, HRIF Services, as attached to this Amendment 4, is added to the Agreement and incorporated herein.

7. Exhibit 1.1b, HRIF Clinical Services Timesheet, as attached to this Amendment 4, is added to the Agreement and incorporated herein.

8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fourth Amendment and shall continue in full force and effect.

9. This Fourth Amendment shall be effective as of August 1, 2025.

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fourth Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 6/6/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

NATIVIDAD MEDICAL CENTER ("Hospital")

Name:
Title:

Date:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE4B99F444A9...

Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 6/9/2025 | 5:31 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64F57454F6...

Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 6/10/2025 | 1:59 PM PDT

EXHIBIT 1.1a

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

HRIF Clinical Services

UCSF, within the context of California's California Children's Services (CCS) program, will provide a UCSF Physician who leads and oversees the High Risk Infant Follow-up (HRIF) program, ensuring the coordinated follow-up and care of high-risk infants after their discharge from a CCS-approved Neonatal Intensive Care Unit (NICU). The responsibilities of the UCSF Physician providing HRIF clinical services include ensuring compliance with CCS standards, providing medical leadership and support to the HRIF team, and collaborating with other healthcare providers and agencies to ensure comprehensive care for these infants.

The UCSF Physician providing HRIF clinical services: Allison Falck, MD

Responsibilities of Natividad Medical Center HRIF clinical services:

§ **Clinical Leadership and Support:**
- Providing guidance and expertise to the HRIF team
- Patient care- 4 clinics/month x 8 hours/day
- Clinic visit: to include comprehensive history and physical and a developmental assessment at each clinic visit
- **Program Oversight:**
- Ensuring the HRIF program functions according to CCS standards and regulations, including eligibility criteria, service provision, and documentation.

§ **Coordination of Care:**
- Facilitating communication and collaboration between the HRIF team, the child's primary care physician, specialists, and other relevant agencies
- Communication and oversight by County CCS Program or State SCD Office.

§ **Referral and Referral Management:**
- Ensuring proper referrals are made for eligible infants, including referral and service authorization request submissions.

§ **Family Engagement:**
- Collaborating with families to ensure they understand their child's health status, available services, and how to access them.

§ **Quality Improvement:**
- Participating in quality improvement initiatives to enhance the HRIF program and improve patient outcomes.

§ **Policy and Procedure Development:**
- Contributing to the development and implementation of HRIF program policies and procedures.

§ **Data Collection and Reporting:**
- Ensuring accurate data collection and reporting related to HRIF services and outcomes.

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

EXHIBIT 1.1b

HRIF Clinical Services Timesheet

Natividad Medical Center
Physician Administrative Services
Medical Director - HRIF
Time Log

Name:	Alison Falck, MD	**Medical Director of High Risk Infant Follow up (HRIF)**
Address:	UCSF, Dept of Pediatrics, Attn: Accounting Dept. UCSF Mail Code 0110 550 16th Street, 4th Floor San Francisco, CA 94143	
Date	Service Provided	Hours
	TOTAL HOURS	**0.00**

Physician Signature: _____ Date: _____

CMO Signature: _____ Date: _____

docusign

Certificate Of Completion

Envelope Id: EB792424-45F8-4D8F-A5A7-CF720EE24EA3
Status: Completed
Subject: URGENT: Complete with Docusign: Amend 4_Natividad Medical Center_UCSF Pediatrics add HRIF
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Will Jones
1855 Folsom St
Suite 601
San Francisco, CA 94103
will.jones@ucsf.edu
IP Address: 128.218.42.30

Record Tracking

Status: Original
6/6/2025 5:50:22 PM
Holder: Will Jones
will.jones@ucsf.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Neal Cohen cohenn@ucsf.edu Vice Dean University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Neal Cohen 016A8FBA9C704C8... Signature Adoption: Pre-selected Style Using IP Address: 146.75.154.55 Signed using mobile	Sent: 6/6/2025 5:53:52 PM Viewed: 6/6/2025 5:56:07 PM Signed: 6/6/2025 5:56:12 PM
Raphael Hirsch raphael.hirsch@ucsf.edu Chair University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Raphael Hirsch A92FE51CFE014F7... Signature Adoption: Pre-selected Style Using IP Address: 146.75.154.54 Signed using mobile	Sent: 6/6/2025 5:53:53 PM Viewed: 6/6/2025 6:02:00 PM Signed: 6/6/2025 6:02:07 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jenny Godbout jenny.godbout@ucsf.edu Division Administrator, Ped Hospital Med University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/6/2025 5:53:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2025 5:53:53 PM
Certified Delivered	Security Checked	6/6/2025 6:02:00 PM
Signing Complete	Security Checked	6/6/2025 6:02:07 PM
Completed	Security Checked	6/6/2025 6:02:07 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: 59308820-E4E1-4783-89CB-4CEBA06BB509

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 3
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2025 to March 31, 2026) for a revised full agreement term of April 1, 2021 to March 31, 2026, and adding $468,000 for a revised total not to exceed amount of $1,968,000 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than ten percent 10% ($70,000) of the original contract amount and do not increase the total contract amount above $2,038,000.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 18, 2025.

Dated: March 18, 2025
File ID: A 25-058
Agenda Item No.: 45

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 59308820-E4E1-4783-89CB-4CEBA06BB509

THIRD AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Medical Director and Professional Services Agreement ("Third Amendment") is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics ("UCSF") and County of Monterey, on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the "Services") for Hospital patients with an effective date of April 1, 2021, and subsequently, aa First Amendment with an effective date of April 1, 2023 and a Second Amendment with an effective date of April 1, 2024 (collectively, the "Agreement").

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

> "4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Nine Hundred Sixty-Eight Thousand Dollars ($1,968,000)."

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

> "4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed $468,000 per year. The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $338,686 (median) and $410,162 (75th tile)."

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3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

> "5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until March 31, 2026 (the "Expiration Date"), subject to the termination provisions of this Agreement."

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.

5. This Third Amendment shall be effective as of April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 3/10/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

NATIVIDAD MEDICAL CENTER ("Hospital")

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Name:
Title:

Date: 3/25/2025 | 12:58 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...

Name: Stacy Saetta
Title: Chief Deputy

Date: 3/10/2025 | 6:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Name: Jennifer Forsyth
Title: Auditor-Controller Analyst II

Date: 3/11/2025 | 5:17 PM PDT

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 2
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2024 to March 31, 2025) for a revised full agreement term of April 1, 2021 to March 31, 2025, and adding $450,000 for a revised total not to exceed amount of $1,500,000 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($70,000) of the original contract amount and do not increase the total contract amount above $1,570,000.

PASSED AND ADOPTED on this 26th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 26, 2024.

Dated: April 2, 2024
File ID: A 24-113
Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 70B81239-BAC9-4DB8-8598-A40588E8F1E5

SECOND AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Medical Director and Professional Services Agreement ("Second Amendment") is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics ("UCSF") and County of Monterey, on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the "Services") for Hospital patients with an effective date of April 1, 2021, and a First Amendment to the Medical Director and Professional Services Agreement with an effective date of April 1, 2023 (collectively, the "Agreement").

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

> "4.3.1 Compensation. The total The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Five Hundred Thousand Dollars ($1,500,000).

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

> "4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed $450,000 per year. The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $338,686 (median) and $410,162 (75th percentile).

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

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"5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until March 31, 2025 (the "Expiration Date"), subject to the termination provisions of this Agreement."

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Second Amendment and shall continue in full force and effect.

5. This Second Amendment shall be effective as of April 1, 2024.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 70B81239-BAC9-4DB8-8598-A40588E8F1E5

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Second Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:
Neal Cohen
C1699EBA9CA4C3...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 2/5/2024

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A925F5BEFE8457...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

NATIVIDAD MEDICAL CENTER ("Hospital")

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris
Title: CEO
Date: 4/1/2024 | 10:24 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Name: Stacy Saetta
Title: Chief Deputy County Counsel.
Date: 2/5/2024 | 3:17 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Name: Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 2/6/2024 | 9:22 AM PST

DocuSign

Certificate Of Completion

Envelope Id: 516D4AD7FDFC4EDEAD391E74B8DC07CD
Status: Completed
Subject: Complete with DocuSign: Natividad_UCSF Pediatrics_Neonatology MDA PSA_AMD 2.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Megan DeLain
1855 Folsom St
Suite 601
San Francisco, CA 94103
megan.delain@ucsf.edu
IP Address: 128.218.42.200

Record Tracking

Status: Original
2/5/2024 11:28:31 AM
Holder: Megan DeLain
megan.delain@ucsf.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Neal Cohen CohenN@ucsf.edu Vice Dean University of California, San Francisco Security Level: Email, Account Authentication (Optional)	DocuSigned by: Neal Cohen 016A8FBA9C704C8... Signature Adoption: Pre-selected Style Using IP Address: 128.218.42.155	Sent: 2/5/2024 11:29:31 AM Viewed: 2/5/2024 12:26:41 PM Signed: 2/5/2024 12:26:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Raphael Hirsch Raphael.Hirsch@ucsf.edu Chair University of California, San Francisco Security Level: Email, Account Authentication (Optional)	DocuSigned by: Raphael Hirsch A92FE51CFE014F7... Signature Adoption: Pre-selected Style Using IP Address: 128.218.42.238	Sent: 2/5/2024 12:26:52 PM Viewed: 2/5/2024 1:06:48 PM Signed: 2/5/2024 1:06:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jenny Godbout Jenny.Godbout@ucsf.edu Division Administrator, Neonatology University of California, San Francisco Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 2/5/2024 1:07:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2024 11:29:31 AM
Certified Delivered	Security Checked	2/5/2024 1:06:48 PM
Signing Complete	Security Checked	2/5/2024 1:06:59 PM
Completed	Security Checked	2/5/2024 1:07:00 PM

Payment Events	Status	Timestamps

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez with Supervisor Mary L. Adams voting no to approve Consent Calendar Item Numbers 16 through 30:

Agreement No.: A-15194 ; Amendment No.: 1
a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2023 to March 31, 2024) for a revised full agreement term of April 1, 2021 to March 31, 2024, and adding $350,000 for a revised total not to exceed amount of $1,050,000 in the aggregate; and
b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% ($70,000) of the original contract amount.

PASSED AND ADOPTED on this 21st day of March 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew
NOES: Supervisor Adams
ABSENT: None

Motion Passed 4 to 1

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 21, 2023.

Dated: March 23, 2023
File ID: A 23-071
Agenda Item No.: 18

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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FIRST AMENDMENT TO THE MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Medical Director and Professional Services Agreement (the "First Amendment") is made and entered into by and between The Regents of the University of California, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics ("UCSF"), and the County of Monterey ("County"), on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital have heretofore entered into that certain Medical Director and Professional Services Agreement for UCSF to provide pediatric neonatology services on behalf of Hospital effective April 1, 2021(the "Agreement"); and

WHEREAS, the Agreement permits the parties to amend the Agreement by mutual written consent of duly authorized representatives of the parties;

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement, as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

   "4.3.1. Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Fifty Thousand Dollars ($1,050,000).

2. Section 5.1 is hereby amended and restated to read in its entirety as follows:

   "5.1 Term. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until March 31, 2024 (the "Expiration Date"), subject to the termination provisions of the Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this First Amendment and shall continue in full force and effect.

4. The effective date of this First Amendment is April 1, 2023.

(Signature page to follow)

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this First Amendment to be signed by its duly authorized officer as of the day and year written below.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...
Signature

Neal Cohen, MD
Printed Name

Vice Dean, UCSF School of Medicine
Title

3/8/2023
Date

Read and acknowledged by:

DocuSigned by:
Raphael Hirsch, MD
A92EE51CFE014F7...
Raphael Hirsch, MD

Chair, Department of Pediatrics
Title

3/8/2023
Date

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
4E1F837D204E481...
Deputy Purchasing Agent

Date: 3/28/2023 | 10:57 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1D99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 3/8/2023 | 3:33 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E65787545 4AE...
Deputy Auditor/Controller

Date: 3/13/2023 | 11:18 AM PDT

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194
a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services at NMC the April 1, 2021 to March 31, 2023 for an amount not to exceed $700,000 in the aggregate; and
b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% ($70,000) of the original contract amount.

PASSED AND ADOPTED on this 27th day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 27, 2021.

Dated: May 5, 2021
File ID: A 21-136
Agenda Item No.: 15

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Medical Director and Professional Services Agreement ("Agreement") is entered into as of the 1 day of April, 2021, by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of its UCSF School of Medicine, Department of Pediatrics ("UCSF"), and County of Monterey ("County") on behalf of Natividad Medical Center ("Hospital").

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license ;

B. Hospital's services include a Level III neonatal intensive care nursery;

C. UCSF operates a School of Medicine which includes a Department of Pediatrics and employs or contracts with physicians ("UCSF Physicians") who are licensed to practice medicine in the State of California;

D. Hospital desires that UCSF provide Medical Director and professional neonatology services for Hospital and its patients; and

E. UCSF Physicians are qualified to provide those services and UCSF desires to make those services available through its UCSF Physicians.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1
RESPONSIBILITIES OF UCSF

1.1 Services.

(a) Medical Director. UCSF will provide a UCSF Physician to serve as the director of neonatal intensive care nursery ("Medical Director") to perform the services identified in Exhibit 1.1 of this Agreement ("Medical Director Services"). The UCSF Physician serving as Medical Director shall be identified in Exhibit 1.1 by mutual agreement of the parties. Medical Director shall keep monthly time logs submitted to Hospital and shall provide a minimum of ten (10) hours per month in Medical Director Services.

(b) Professional Services and Coverage. During the term of this Agreement, UCSF Physicians shall provide professional services to Hospital patients as scheduled by Hospital in mutual agreement with UCSF as further described in Exhibit 1.1 ("Professional Services").

1.2 Qualifications. During the term of this Agreement, each UCSF Physician providing services pursuant to this Agreement shall be experienced in rendering such services and shall maintain on an unrestricted basis:

(a) California Licensure as a physician/or surgeon;

(b) Federal Drug Enforcement Administration certification;

(c) Hospital Medical Staff membership and appropriate clinical privileges at Hospital;

(d) Board eligible or board certified in neonatology;

(e) Faculty appointment at UCSF; and

(f) Professional liability coverage as set forth in this Agreement.

1.3 UCSF's Obligations to Personnel. UCSF shall be solely responsible for satisfying any and all obligations for any UCSF Physician providing services under this Agreement. Such obligations shall include, but not be limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs. UCSF shall have authority and responsibility for providing the UCSF Physicians to Hospital (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of the UCSF Physicians' employment with UCSF. The UCSF Physicians shall be employees of UCSF and shall be carried on UCSF's payroll. The UCSF Physicians providing services under this Agreement are identified in Exhibit 1.1, attached hereto and incorporated herein by reference.

1.4 Standard of Care. To the extent permitted by law, each UCSF Physician shall, at all times, perform services in accordance with and comply with the following:

(a) All applicable laws, regulations, and policies of all government authorities relating to the Hospital, including all applicable hospital and professional licensure and reimbursement laws, regulations, and policies;

(b) The Joint Commission standards and recommendations;

(c) Hospital policies and rules;

(d) Hospital's Medical Staff bylaws, rules and policies; and

(e) The terms of this Agreement.

ARTICLE 2
RESPONSIBILITIES OF HOSPITAL

2.1 Space, Equipment and Supplies. Hospital shall furnish UCSF and UCSF Physicians with such space, equipment, staff, supplies and support services as reasonably necessary for UCSF to fulfill its responsibilities hereunder**.** Hospital agrees to keep and maintain said premises in good and sanitary order, condition and repair. Hospital's responsibilities are further described in Exhibit 2.1.

2.2 Environmental Laws. Hospital shall be solely responsible for complying with all federal, state and local environmental and health and safety laws, regulations and ordinances ("Environmental Laws"), and all environmental health and safety permits, licenses, and authorizations ("Environmental Permits"), and for otherwise operating its premises (including that which it provides to the UCSF Physicians) in a manner which is protective of human health and the environment. The responsibilities of Hospital include, but are not limited to: (a) obtaining and maintaining all necessary Environmental Permits, (b) being the designated generator of wastes and otherwise arranging for the lawful treatment, storage, disposal, transport and other management of medical and hazardous materials, chemicals and wastes associated with the activities conducted by UCSF Physicians hereunder, (c) providing any reports, warnings or other notifications that may be required of Hospital or physicians providing care at Hospital under any Environmental Laws or Environmental Permits, (d) identifying, investigating and remediating any threatened or actual releases of medical or hazardous materials, chemicals or wastes to the environment, whether or not caused by a UCSF Physician, and (e) providing for the safety and wellbeing of persons who enter its premises, including but not limited to, the exposure of persons to medical and hazardous materials, chemicals, wastes building materials, and environmental media or other conditions at and in the vicinity of such premises. Hospital on its own behalf and on behalf of any persons entering the premises provided to UCSF Physicians expressly waives and releases any claims against each UCSF Physician, UCSF and their respective successors, members, officers, directors, employees and agents in connection with the environmental matters addressed herein this Section 2.2.

2.3 Hospital Staff.

(a) Hospital shall employ or otherwise retain all non-physician personnel required for providing the services in this Agreement. Such personnel shall be appropriately licensed or certified as required under California law. Hospital shall make all decisions regarding hiring, retaining, and terminating such personnel, but Hospital shall first attempt to consult with UCSF.

(b) Hospital shall be solely responsible for satisfying any and all obligations for personnel that Hospital retains, employs, or contracts with in order to assist it in performing this Agreement. Such obligations

shall include, but not be limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

ARTICLE 3
INDEPENDENT CONTRACTOR

3.1 Independent Contractor Status. In performing all work, duties, and obligations under this Agreement, it is mutually understood and agreed that UCSF and UCSF Physicians are at all times acting and performing as independent contractors in relation to the Hospital herein. Nothing in this Agreement is intended to, nor shall be, construed to create between Hospital and UCSF or between Hospital and any of UCSF Physicians an employer/employee relationship, a joint venture relationship, a lease or landlord/tenant relationship, or any other relationship, except that of independent entities contracting with each other solely for the purpose of effectuating this Agreement. Hospital shall neither have nor exercise any control or direction over the methods by which UCSF shall perform its work and functions. Hospital's sole interest and responsibility is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

ARTICLE 4
BILLING AND COMPENSATION

4.1 Billing.

4.1.1 Professional Services Fee Schedule. UCSF shall have sole discretion in establishing its professional fees for Professional Services provided pursuant to this Agreement; provided, however, that all professional fees shall be competitive with customary local fees for comparable services.

4.1.2 UCSF Billing. UCSF shall be solely responsible for billing and collecting for Professional Services provided by UCSF Physicians pursuant to this Agreement. UCSF is enrolled with Centers for Medicare and Medicaid Services (CMS), and other federal and state health care programs for reimbursement for services provided to federal and state healthcare beneficiaries.

4.1.3 Billing Compliance. UCSF shall use its best efforts to comply with all applicable laws, including those of the federal health care programs, customary professional practice, and other third-party payor programs, whether public or private, in connection with billing and coding for Professional Services provided pursuant to this Agreement. UCSF and Hospital shall cooperate in good faith to resolve any billing issues that arise under the Agreement. UCSF shall bill patients and/or appropriate third-party payors in a timely manner.

4.1.4 Patient Information. Hospital shall take all necessary and reasonable steps to provide sufficient patient information and obtain and provide any required insurance authorization to UCSF for services provided to facilitate UCSF's billing and collecting for Professional Services provided pursuant to this Agreement. Hospital shall provide to UCSF appropriate demographics for billing as well as insurance authorization information including outpatient registration and inpatient registration, including each admission face sheet.

4.1.5 Separate Billing. Each party shall separately bill all patients for its respective fees and charges, and neither UCSF nor Hospital shall bill for, or have any claim or interest in or to the amounts billed or collected by the other party. UCSF shall cooperate and shall ensure that UCSF Physicians cooperate with Hospital in completing such claim forms for Hospital patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third-party payors.

4.1.6 Debt Collection Practices. UCSF shall comply and shall use its best efforts to ensure that any collection agency engaged by UCSF, in relation to the Professional Services hereunder, complies, with the UCSF's charity care policy.

4.2 Third-Party Payor Arrangements. UCSF shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third-party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations. UCSF shall have no obligation to enter into any third-party payor contracts or arrangements with any of Hospital's third-party payors. UCSF and Hospital will work together to facilitate alignment with each party's respective third-party payor contracts or arrangements to the extent possible.

4.3 Compensation to UCSF.

4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars ($700,000).

4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital,. The Guarantee paid by

Hospital to UCSF shall not exceed $300,000 per year. The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $333,235.

4.3.3 To the extent the Guarantee was utilized during the preceding quarter, UCSF shall submit an invoice to Hospital for the amount payable as the Guarantee for the preceding quarter, together with mutually acceptable documentation for the calculation of the Guarantee for that quarter. UCSF and Hospital shall conduct a final reconciliation of Guarantee payments for each year within six (6) months after each anniversary of the Commencement Date.

4.3.4 Hospital will provide payment for the Guarantee to UCSF 30 days following receipt in the Auditor-Controller's Office of the quarterly invoice, unless Hospital shall contest that invoice. Payment shall be made by check payable to the Regents of the University of California and mailed to: Department of Pediatrics, 550 16th Street, Fourth Floor, San Francisco, CA 94158.

4.3.5 Medical Director Services

(a) Fee. Hospital shall pay UCSF at a rate of $150 per hour for the Medical Director Services rendered by UCSF Physicians under this Agreement (the "Fee"). The Fee shall not exceed $50,000 per contract year. Payment shall be made by check payable to the Regents of the University of California and mailed to: Department of Pediatrics, 550 16th Street, Fourth Floor, San Francisco, CA 94158.

(b) Payment. Hospital shall remit payment of the Fee in full to UCSF thirty (30) days after receipt in the Auditor-Controller's Office of a detailed monthly invoice, including annual balance, from UCSF reflecting the Medical Director Services rendered by UCSF Physicians during the immediately preceding month. The invoice shall be completed and certified by the completing UCSF Physician in the form attached as **Exhibit 4(a)** to this Agreement.

4.4 Referrals and Fair Market Value

(a) Referrals and Fair Market Value. Nothing in this Agreement shall be construed as an offer, solicitation, promise or payment by one party to any other party, or any affiliate of other party, of any cash or other remuneration, whether directly or indirectly overly or covertly specifically for patent referrals or for recommending or arranging the sale, purchase, lease, or order for any item of service. Any payments made by Hospital to UCSF represent the fair market value of the Services rendered under this Agreement and are not in any way related to or depend upon referrals by and between the parties.

(b) UCSF Physician Compensation. UCSF shall make all decisions regarding the distribution of compensation payments made to UCSF Physicians.

4.5 Compliance with Laws. Hospital represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. Hospital shall use its best efforts to ensure that all claims relating to the services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.2 below, Hospital shall indemnify, defend and hold harmless UCSF and UCSF Physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims for any service.

ARTICLE 5
TERM AND TERMINATION

5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the **"Effective Date"**), and shall continue until March 31, 2023 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination. Notwithstanding any other provision in this Agreement, this Agreement may be terminated as follows:

(a) Either party may terminate this Agreement without cause at any time by giving at least one hundred twenty (120) days' prior written notice to the other party; provided that the parties shall not enter into another agreement for the same services during the course of one year.

(b) Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party thirty (30) days prior written notice. The party claiming the right to terminate hereunder shall set forth in the required notice of intended termination the facts underlying its claim that the other party has breach this Agreement. If such breach is remedied within twenty (20) days of the receipt of such notice, this Agreement shall remain in effect for the remainder of its term. If the breach is not cured, this Agreement shall terminate at the end of the thirty (30)-day notice period.

(c) Either party may terminate this Agreement immediately on written notice to the other party if, in the reasonable opinion of the notifying party's legal counsel, the performance of the notifying party of its obligations hereunder presents a material risk of noncompliance with any applicable law, ordinance, code, or regulation of federal, state, and local governments.

(d) If the parties receive notice of any Government Action, the parties shall attempt to amend this Agreement in order to comply with the Government Action. If the parties, acting in good faith, are unable to make the amendments necessary to comply with the Government

Action, or, alternatively, if either party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one party notices the other of such fact.

(e) For the purposes of this Section, "Government Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the parties pursuant to this Agreement, if or when implemented, would:

i. revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

ii. revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

iii. prevent UCSF or any UCSF Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

iv. constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if UCSF or any UCSF Physician referred patients to Hospital or any Affiliate of Hospital;

v. prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by UCSF or any UCSF Physician;

vi. subject Hospital or UCSF, any UCSF Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

vii. jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(f) For the purposes of this Agreement, "Affiliate" shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.3 Effects of Expiration or Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for: (i) obligations due and owing which arose prior to the date of termination and (ii) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

ARTICLE 6
INSURANCE

6.1 Insurance. Each party shall maintain the insurance coverage set forth in Exhibit 6.1.

ARTICLE 7
INDEMNIFICATION

7.1 Indemnification of Hospital by UCSF. UCSF shall defend, indemnify, and hold Hospital, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSF, its officers, employees, or agents.

7.2 Indemnification of UCSF by Hospital. Hospital shall defend, indemnify and hold UCSF, UCSF Physicians, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of Hospital's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of Hospital, its officers, employees, or agents.

ARTICLE 8
GENERAL PROVISIONS

8.1 Patient Records. Any and all patient records and charts created at Hospital produced as a result of either party's performance under this Agreement shall be and remain the property of Hospital both during and after the term of this Agreement. UCSF and its agents shall be permitted to inspect and/or duplicate, at UCSF's sole expense, any individual chart or record upon request, provided that such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Each party shall be responsible for maintaining patient confidentiality of all patient records created hereunder in accordance with applicable laws and regulations.

Each party agrees to notify the other party's privacy office of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two (2) days of learning of the same in order to ensure that the reporting of such unauthorized access, use or disclosure of this information is reported within five (5) days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights and Centers for Medicare and Medicaid Services. Each party's privacy office will oversee the required notification to CDPH.

Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

8.2 Cooperation in Disposition of Claims. Hospital and UCSF agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, Hospital and UCSF shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to Services provided pursuant to this Agreement. Provided, however, that nothing shall require either Hospital or UCSF to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from Services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UCSF policies and only so long as any personnel assistance by UCSF does

not materially interfere with any UCSF employee's performance of his or her UCSF employment responsibilities.

8.3 No Requirement to Refer. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the Hospital or UCSF. This Agreement is not intended to influence any Physicians' judgment in choosing the medical facility appropriate for the proper care and treatment of their patients.

8.4 Non-Discrimination. The parties agree that they shall not discriminate against patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient in accordance with applicable laws and regulations.

8.5 Access to Books and Records.

(a) UCSF agrees to cooperate fully with Hospital by, among other things, generating, maintaining, and making available all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third-party payment programs.

(b) Until the expiration of four years after the expiration or termination of this Agreement, UCSF shall make available, upon written request of the Secretary of the United States Department of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of UCSF as are necessary to certify the nature and extent of costs of the services UCSF provided under this Agreement. UCSF further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period with a related organization, that such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

8.6 Assignment and Delegation. Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by either party except as expressly authorized in writing by both parties.

8.7 Binding on Successors in Interest. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of each of the parties hereto.

8.8 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to UCSF: Phil O'Brien
Associate Chair, Finance & Administration
Department of Pediatrics
550 16th Street, Fourth Floor
San Francisco, CA 94158

Government & Business Contracts
Senior Associate Director
Office of Sponsored Research
University of California, San Francisco
490 Illinois Street, Fourth Floor
Campus Box 0962
San Francisco, CA 94143
use 94158 for Federal Express.
orbusinesscontracts@ucsf.edu

If to Hospital: Attn: Chief Executive Officer
Natividad Medical Center
1441 Constitution Blvd., Bldg. 300
Salinas, CA 93912-1611

8.9 Use of Name. Hospital agrees that any use of the "UCSF" or "the "University of California" name, or other similar references to the University of California, San Francisco, its UCSF Physicians, or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000. Hospital shall not advertise or market any of the UCSF Physicians' names in any marketing materials without the consent of UCSF.

8.10 Construction of Agreement. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California. The parties agree that the terms and provisions of this Agreement embody their mutual intent and agreement and that they are not to be construed more liberally in favor of, nor more strictly against, any party hereto.

8.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

8.12 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.13 Waiver of Provisions. Any waiver of any terms and conditions hereby must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

8.14 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by Hospital's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

8.15 Change in Law. In the event that a change in state or federal law, statute, regulation or enforcement, or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

8.16 Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to create any rights for any third party.

8.17 Amendments. This Agreement may be amended or modified only in a written document signed by both Hospital and UCSF.

8.18 Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

8.19 Counterparts; Electronic Copies. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall

be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

8.20 Ability to Enter Agreement. The Hospital and UCSF each represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

8.21 No Exclusion. Hospital represents and warrants to UCSF that Hospital and Hospital's representatives are not:

(a) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b-(f) (the "Federal health care programs") and/or present on the exclusion database of the Office of the Inspector General ("OIG") or the Government Services Administration ("GSA");

(b) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and/or

(c) debarred, suspended, excluded or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved subcontracts or from receiving federal financial and nonfinancial assistance and benefits.

This shall be an ongoing representation and warranty during the term of this Agreement and Hospital shall immediately notify UCSF of any change in the status of any of the representations and/or warranties set forth in this Section. Any breach of this Section shall give UCSF the right to terminate this Agreement immediately for cause.

8.22 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard to its conflict of law provision.

8.23 Singular and Plural. Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.

[Signature Page to Follow]

8.24 Entire Agreement. This Agreement including its Exhibits contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, written or oral, previously made by the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:

By: Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD

Its: Vice Dean, UCSF, School of Medicine

Date: 4/1/2021

Read and Acknowledged:

DocuSigned by:

By: Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

[County of Monterey/Natividad Medical Center Signatures Next Page]

MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

HOSPITAL

_____ Date: 04/01, 20 21
Gary Gray D.O., Chief Executive Officer

APPROVED AS TO LEGAL PROVISIONS:

_____ Date: 4/1/2021, 20__
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

_____
Deputy Auditor/Controller Date: 4/1/2021, 20__

EXHIBIT 1.1

Medical Director Services and Professional Services

The parties shall mutually agree on UCSF Physicians who will provide Professional Services.

UCSF will provide two (2) full-time equivalent neonatologists to staff the Level III Neonatal Intensive Care Unit ("NICU"). UCSF Physicians will provide in house neonatal services 8 hours per day, 5 days per week, provide inpatient neonatal attending coverage on weekends, and be available for neonatal call coverage 24x7 (unless other arrangements have been made as agreed to in writing by the parties). UCSF Physicians will comply with the physician standards for neonatology established by the California Children's Services (CCS) program for a community level III NICU and as defined by the local county CCS offices covering patients hospitalized at Hospital.

Upon approval of Hospital, one of the UCSF Physicians will be designated as Medical Director of the NICU at Natividad Medical Center, initially Martha Douglas-Escobar, MD. The Neonatal Medical Director shall report to the Chair, Department of Pediatrics at UCSF and the Chief Medical Officer or his designee at Hospital.

Physician coverage to be provided shall include:

- Medical Director to a Level III NICU
- Attending physician coverage for all Infants admitted to the NICU
- Supervision of UCSF medical students and/or residents

Additional responsibilities of the NICU Medical Director include the following:

- Management and oversight of quality medical care for all infants
- Development and annual review of clinical policies and procedures including coordination with related ancillary services
- Oversight of a continuous performance improvement program
- Medical supervision of nurse practitioners in the NICU
- Monitoring of patient, physician, and staff satisfaction
- Participation in staff training and continuous education
- Participation in Hospital committee structure on behalf of the NICU and its ambulatory clinics
- Participation in maintaining California Children's Services approval for a Level III NICU
- Participation in outreach and community relations activities
- Participation in marketing activities including the establishment of transfer agreements with surrounding hospitals for neonatal services

UCSF shall provide initial and ongoing consultation and educational services to physicians and non-physician employees through a Neonatal/Perinatal Outreach Agreement

UCSF physicians shall timely and accurately complete time studies as required by Medi-Cal for cost report purposes. Time studies will be submitted on a monthly basis by the 10th business day after the close of each month. Hospital agrees to inform UCSF of delinquent time studies by the 15th business day after the close of each month.

EXHIBIT 2.1

Responsibilities of Hospital

Hospital shall be responsible for providing UCSF Physicians with space, equipment, services, supplies and other physician and non-physician personnel required to operate a CCS approved Community Level III Intensive Care Nursery as described in the CCS Manual of Procedures, Chapter 3.35.

EXHIBIT 4(a)
Monthly Invoice Form-Medical Director Services
SAMPLE

INVOICE/TIME SHEET FORM

The following Administrative Services were provided by **Martha Douglas-Escobar, MD** (or her designee for temporary relief of duty) ("Medical Director") during the month of Dec2020. Medical Director acknowledges and agrees that she is providing these Administrative Services pursuant to that certain Professional Services and Medical Director Agreement by and between Natividad Medical Center and the University of California, San Francisco, School of Medicine, Department of Pediatrics.

Date	Description of Administrative Services Provided	# Hours
Dec 7-28	Updating COVID algorithm for the NICU -with participation of Dr. Stillwell, April Ritchie, Dr. Rallabandi, Maria Mata, Kim Leavitt, Brenda.	4.0
Dec 23-25	Project of Young infant admission to NICU during COVID Pediatric ward temporary closure - with participation of Dr. Stillwell, Dr. Rallabandi, Brenda, Dr. Sarah Smith, Dr.Carpenter	3.0
Dec 21	Updates with Rod Ramirez about HFNC availability for NICU	0.5
Dec 16	Discussion about CCS paneled OT for NICU - Discussed with Mary Neimy OT that is moving away from Monterey	0.5
Dec 2-4	NNP procedures changing policy - Discussed with Jana Kohler - updated with Terri Barroca	1.5
Dec 22-26	Plan of cover while NICU starter TPN are avalable - Discussed with Kelley Hernandez and all NICU team	1.0
Dec 1-28	Updating Brenda Dutkiewicz (new interim supervisor NICU after Kim Leavitt retirment)	4.0
Dec 1-10	Kim Leavitt meetings before retirement	2.0
Dec 1-6	CPQCC Safety Net Reporting discussion with administration and with NICU providers	1.0
Dec 2	Concepts conference special topic hypocalcemia and meeting with all providers	2.5
Dec 14-25	Working on NICU 6-month Neonatology Schedules	3.0
Dec 1-28	Meeting with Keri Rogelet (RE education for NICU nurses/updates in policies)	1.0
	Total Hours (This Invoice Period)	24.00
	x Hours Fee	**125.00**
	Total Compensation (This Invoice Period)	3000.00
	Balance of Billable Services Remaining	**47000.00**

I hereby cetify that the above
statement, to the best of my knowledge and belief, is a true and complete statement.

Name **Martha Douglas-Escobar, MD**

Signature Martha V Douglas-Escobar

EXHIBIT 6.1

Insurance

HOSPITAL INSURANCE

Hospital, at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of five million dollars ($5,000,000) per occurrence and a general aggregate of ten million dollars ($10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars ($500,000). In the event that a claims-made policy is canceled or non-renewed, then Hospital shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of (1) one million dollars ($1,000,000) per occurrence (2) one million dollars ($1,000,000) Personal and Advertising Injury; and (3) five million ($5,000,000) General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering Hospital's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of Hospital.

Hospital, upon execution of this Agreement, shall furnish UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

UCSF PHYSICIANS' INSURANCE

UCSF warrants that it maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance with self-insured retention of five million dollars ($5,000,000) per occurrence, with a general aggregate of ten million dollars ($10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars ($500,000). In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of two and a half million dollars ($2,500,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of UCSF.

UCSF, upon execution of this Agreement, shall furnish Hospital with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Hospital of any modification, change or cancellation of any of the above insurance coverages.

County of Monterey

Board Report

Legistar File Number: A 25-272

Item No.23

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/12/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, with no changes to the agreement term of July 1, 2021 through June 30, 2026, and adding $200,000 for a revised total agreement amount not to exceed $650,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, with no changes to the agreement term of July 1, 2021 through June 30, 2026, and adding $200,000 for a revised total agreement amount not to exceed $650,000.

SUMMARY/DISCUSSION:

Paragon Mechanical, Inc. (Paragon) has been providing Natividad Medical Center (NMC) with preventive maintenance and repair services on various mechanical systems such as boilers, chillers, cooling towers, and the heating, ventilation, and air conditioning (HVAC) units to meet the requirements of Local, State, Federal regulations, ordinances, codes, and rules. Paragon possesses expertise in the more complex HVAC components such as commercial refrigeration equipment, which includes medical grade refrigerators and medical freezers that are regulated and audited by The Joint Commission (TJC) and the state of California through Title 22 and Title 24, and variable frequency drives (VFD's), medical air compressors and medical vacuum pumps. These systems and components are vital to patient care as they support equipment and processes in various units, including Laboratory, Radiology, Pharmacy, Labor & Delivery, and Food Services. Paragon also maintains acceptable indoor air quality through proper ventilation which is a key factor in reducing the spread of airborne diseases in addition to maintaining the heating and cooling of the entire hospital. The approval of the recommended action will allow Paragon to continue providing preventative maintenance and repair services on the various mechanical systems at NMC.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved this amendment No. 2 as to form, and the

Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this amendment No. 2 is $200,000 of which $200,000 is included in the Fiscal Year 2025-2026 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate Funding will be provided from NMC's Enterprise Fund 451-9600-6321.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The preventative maintenance and repair services provided by this vendor are vital to supporting various mechanical systems at NMC.

__ Economic Development
__ Administration
__Health and Human Services
X_ Infrastructure
__ Public Safety

Prepared by: Felipe Enriquez, Director Engineering, 783-26-14
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Paragon Mechanical Amendment No. 2
Paragon Mechanical Amendment No. 1
Paragon Mechanical Inc Agreement

Attachments on file with the Clerk of the Board

Introduced: 6/12/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, with no changes to the agreement term of July 1, 2021 through June 30, 2026, and adding $200,000 for a revised total agreement amount not to exceed $650,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, with no changes to the agreement term of July 1, 2021 through June 30, 2026, and adding $200,000 for a revised total agreement amount not to exceed $650,000.

SUMMARY/DISCUSSION:

Paragon Mechanical, Inc. (Paragon) has been providing Natividad Medical Center (NMC) with preventive maintenance and repair services on various mechanical systems such as boilers, chillers, cooling towers, and the heating, ventilation, and air conditioning (HVAC) units to meet the requirements of Local, State, Federal regulations, ordinances, codes, and rules. Paragon possesses expertise in the more complex HVAC components such as commercial refrigeration equipment, which includes medical grade refrigerators and medical freezers that are regulated and audited by The Joint Commission (TJC) and the state of California through Title 22 and Title 24, and variable frequency drives (VFD's), medical air compressors and medical vacuum pumps. These systems and components are vital to patient care as they support equipment and processes in various units, including Laboratory, Radiology, Pharmacy, Labor & Delivery, and Food Services. Paragon also maintains acceptable indoor air quality through proper ventilation which is a key factor in reducing the spread of airborne diseases in addition to maintaining the heating and cooling of the entire hospital. The approval of the recommended action will allow Paragon to continue providing preventative maintenance and repair services on the various mechanical systems at NMC.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved this amendment No. 2 as to form, and

the Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this amendment No. 2 is $200,000 of which $200,000 is included in the Fiscal Year 2025-2026 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate Funding will be provided from NMC's Enterprise Fund 451-9600-6321.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The preventative maintenance and repair services provided by this vendor are vital to supporting various mechanical systems at NMC.

__ Economic Development
__ Administration
__Health and Human Services
X_ Infrastructure
__ Public Safety

Prepared by: Felipe Enriquez, Director Engineering, 783-26-14
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Paragon Mechanical Amendment No. 2
Paragon Mechanical Amendment No. 1
Paragon Mechanical Inc Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: BB17E59C-5D91-4413-8B9D-656A9B48F0A6

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN Paragon Mechanical Inc. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Maintenance and Repair Services to Various Mechanical Systems at Natividad Medical Center

This Amendment No. 2 to the Agreement ("Agreement") which was effective on July 1, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Paragon Mechanical Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Paragon Mechanical Inc. for Maintenance and Repair Services with a term July 1, 2021 through June 30, 2024 and a total Agreement amount not to exceed $200,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 on March 13, 2024 to extend the term an additional two (2) year period through June 30, 2026, to allow for services to continue on the same or similar terms with a $250,000 increase for a total Agreement amount not to exceed $450,000.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with no changes to the agreement term of July 1, 2021 through June 30, 2026, to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a $200,000 increase for a revised total Agreement amount not to exceed $650,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $650,000."

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: Scope of Services/Payment Provisions
   Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."

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3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.

5. This Amendment No. 2 shall be effective July 1, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 5/22/2025 | 5:01 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 5/23/2025 | 11:52 AM PDT

CONTRACTOR

Paragon Mechanical Inc.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Steve Benakovich, President & CEO
Name and Title

Date: 05/14/2025

By: _____
Digitally signed by Michael Orth
Date: 2025.05.14 15:11:22 -07'00'
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Michael Orth, Chief Financial Officer
Name and Title

Date: 05/14/2025

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A-2: Scope of Work/Payment Provisions per Amendment No. 2

To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC"
AND
Paragon Mechanical, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Work/ Payment Provisions

A. Description of All Services to be Rendered by CONTRACTOR:

Paragon Mechanical specializes in maintenance and repair service on Heating, Ventilation, and Air Conditioning (HVAC) systems. Preventive maintenance is provided on an as-needed basis for NMC's medical vacuum pumps, medical air compressors, medical air dryers and all associated components. In addition, Paragon assists NMC to make more timely repairs with all larger equipment like air handler units, large water pumps, chillers, pressure tanks and large H.V.A.C. units.

Paragon Mechanical, Inc. offers 24/7 on-site services. Factory Trained Technicians certified in VFD Installation and Service; Chiller installations and service; Boiler installations and service; General HVAC, Refrigeration, Plumbing, Sheet Metal Services, Repairs, Installs & Modifications.

Paragon Mechanical, Inc. is affiliated with several Union Locals: Plumbers and Steamfitters 393; Plumbers and Steamfitters 342; Plumbers and Steamfitters 467; Sheet Metal Local 104.

B. CONTRACTOR Obligations:

- CONTRACTOR shall provide service 24/7 on an as-requested basis.
- CONTRACTOR shall provide typical on-site response within four hours or less from time of call for emergency services.
- CONTRACTOR shall provide factory trained technicians certified in VFD Installation and Service; Chiller installations and service; Boiler installations and service; General HVAC, Refrigeration, Plumbing, Sheet Metal Services, Repairs, Installs & Modifications.
- Ensure technicians are properly trained and credentialed to work in a hospital environment.
- Provide written documentation of the services upon completion of the service.
- CONTRACTOR shall be onsite NMC for full day of service (8 Hours) for each service call, Subject to standard working hours and nature of call / work and union agreements.
- CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations
- CONTRACTOR shall perform all work utilizing safe and secure practices

C. NMC Obligations:

- NMC shall ensure sufficient information (technical and administrational); instructions and documents are given in due time to enable the required services to be performed.
- Procure all necessary access for the CONTRACTORS representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
- Supply, if required, any special equipment and personnel necessary for the performance of the services.
- Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the CONTRACTORS advice whether required or not.
- Inform CONTRACTOR in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.

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- In order to allow CONTRACTOR to comply with the applicable health and safety legislations the NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits. CONTRACTOR shall take all reasonable steps ensure that whilst on the NMC premises, its personnel comply with all health and safety regulations of the NMC, provided that the NMC makes CONTRACTOR aware of the same.

D. Pricing/Fees:

- For pricing, please refer to schedule on Page 3.
- Materials billed as needed and authorized.
- There shall be no travel reimbursement allowed during this Agreement.
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- Double time rates apply on select union holidays (see page 3).
- Services used during holidays will be charged at applicable overtime rate (see page 3).

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

Docusign Envelope ID: BB17E59C-5D91-4413-8B9D-656A9B48F0A6

Natividad Medical Center
HVAC T&M Service Rates

Straight time labor
Monday - Friday 7:30 AM - 4:30 PM .....$205.00 per hour*

Overtime labor (time and half)
Monday - Friday 4:30 PM - 8:00 AM, Saturday & Sunday service calls, select union holidays as noted below .....$271.00 per hour*
Holidays:

- Presidents Day
- Veterans Day
- Day after Thanksgiving
- Christmas Eve

Premium labor (double time)
Double time rates on select union holidays as noted below & Sunday Scheduled work .....$338.00 per hour*
Holidays:

- New Years Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Christmas Day

Truck Charge per technician ..... $85.00 per day

*Subject to union negotiations typically in July
Rates effective 4/15/2025 – 6/30/2026
*Materials billed additional as needed and authorized.
Travel; no extra charges, labor billing is Portal to Portal for after-hour services.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15202 ; Agreement No.: 1
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an amendment no.1 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, extending the agreement an additional two (2) year period (July 1, 2024 through June 30, 2026) for a revised full term agreement term of July 1, 2021 through June 30, 2026, and adding $250,000 for a revised total agreement amount not to exceed $450,000.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Askew
NOES: None
ABSENT: Supervisor Adams

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024
File ID: A 24-003
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Paragon Mechanical Inc. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Maintenance and Repair Services to Various Mechanical Systems at Natividad Medical Center

This Amendment No. 1 to the Agreement ("Agreement") which was effective on July 1, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Paragon Mechanical Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Paragon Mechanical Inc. for Maintenance and Repair Services with a term July 1, 2021 through June 30, 2024 and a total Agreement amount not to exceed $200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No.1 to extend it for an additional two (2) year period through June 30, 2026 for a revised Agreement term (July 1, 2021 through June 30, 2026), to allow for services to continue on the same or similar terms with a $250,000 increase for a total Agreement amount not to exceed $450,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 3.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

   "3.1 The term of this this AGREEMENT is from July 1, 2021, through June 30, 2026, unless sooner terminated pursuant to this AGREEMENT. This AGREEMENT is of no force and effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT."

2. Section 5.1. to the Agreement is hereby amended and restated to read in entirety as follows:

   "5.1 County shall pay CONTRACTOR in accordance with the payment provisions set forth in the Exhibit A, subject to the limitation set forth in this AGREEMENT. The total amount payable to the County to the CONTRACTOR under this AGREEMENT shall not exceed the sum of four hundred fifty thousand dollars ($450,000)."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective when signed by both Parties.

Amendment No. 1 to Agreement
With Paragon Mechanical Inc.
Amendment No. 1 to Agreement
With Paragon Mechanical Inc.

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
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Charles R. Harris, CEO

Date: 3/13/2024 | 9:30 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 12/26/2023 | 1:12 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 1/2/2024 | 7:33 AM PST

CONTRACTOR

Paragon Mechanical Inc.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

STEVE BENAKOVICH PRESIDENT
Name and Title

Date: 12/14/23

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

MICHAEL OERS CHIEF FINANCIAL OFFICER
Name and Title

Date: 12/14/23

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15202
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Paragon Mechanical Inc. for maintenance and repair services to various mechanical systems at NMC for an amount not to exceed $200,000 with an agreement term July 1, 2021 through June 30, 2024.
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($20,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 4th day of May 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 4, 2021.

Dated: May 5, 2021
File ID: A 21-145
Agenda Item No.: 22

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN $100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Paragon Mechanical, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: Maintenance and repair service on heating, ventilation and air conditiong (HVAC) and various mechanical systems.

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $200,000.

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from July 1, 2021 through June 30, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

   5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Business Name: Paragon Mechanical, Inc. Attn: Diana Rossi / Michael Orth Address: 16160 Caputo Drive City, State, Zip: Morgan Hill, CA 95037 FAX: (408) 566-6190 Email: drossi@paragonmechanical.com morth@paragonmechanical.com

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
for Gary R. Gray, DO, CEO

Date: 5-17-21

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Paragon Mechanical, Inc.
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Steve Benakovich, President & CEO
Name and Title

Date: 2/26/21

By: _____
Digitally signed by Michael Orth
DN: cn=Michael Orth, o=Paragon Mechanical, Inc., ou, email=morth@paragonmechanical.com, c=US
Date: 2021.02.26 09:51:02 -08'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Michael Orth, Chief Financial Officer
Name and Title

Date: 2/26/21

***__Instructions:__

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 4/1/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 4-1-2021

CONTRACTOR

Paragon Mechanical, Inc.
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Steve Benakovich, President & CEO
Name and Title

Date: 2/26/21

By: _____
Digitally signed by Michael Orth
DN: cn=Michael Orth, o=Paragon Mechanical, Inc., ou, email=morth@paragonmechanical.com, c=US
Date: 2021.02.26 09:51:02 -08'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Michael Orth, Chief Financial Officer
Name and Title

Date: 2/26/21

***__Instructions:__

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC"
AND
Paragon Mechanical, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Work / Payment Provisions

A. Description of All Services to be Rendered by CONTRACTOR:

Paragon Mechanical specializes in maintenance and repair service on Heating, Ventilation, and Air Conditioning (HVAC) systems. Preventive maintenance is provided on an as-needed basis for NMC's medical vacuum pumps, medical air compressors, medical air dryers and all associated components. In addition Paragon assists NMC to make more timely repairs with all larger equipment like air handler units, large water pumps, chillers, pressure tanks and large H.V.A.C. units.

Paragon Mechanical, Inc. offers 24/7 on-site services. Factory Trained Technicians certified in VFD Installation and Service; Chiller installations and service; Boiler installations and service; General HVAC, Refrigeration, Plumbing, Sheet Metal Services, Repairs, Installs & Modifications.

Paragon Mechanical, Inc. is affiliated with several Union Locals: Plumbers and Steamfitters 393; Plumbers and Steamfitters 342; Plumbers and Steamfitters 467; Sheet Metal Local 104.

B. CONTRACTOR Obligations:

- CONTRACTOR shall provide service 24/7 on an as-requested basis.
- CONTRACTOR shall provide typical on-site response within four hours or less from time of call for emergency services.
- CONTRACTOR shall provide factory trained technicians certified in VFD Installation and Service; Chiller installations and service; Boiler installations and service; General HVAC, Refrigeration, Plumbing, Sheet Metal Services, Repairs, Installs & Modifications.
- Ensure technicians are properly trained and credentialed to work in a hospital environment.
- Provide written documentation of the services upon completion of the service.
- CONTRACTOR shall be onsite NMC for full day of service (8 Hours) for each service call, Subject to standard working hours and nature of call / work and union agreements.
- CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations
- CONTRACTOR shall perform all work utilizing safe and secure practices

C. NMC Obligations:

- NMC shall ensure sufficient information (technical and administrational); instructions and documents are given in due time to enable the required services to be performed.
- Procure all necessary access for the CONTRACTORS representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
- Supply, if required, any special equipment and personnel necessary for the performance of the services.
- Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the CONTRACTORS advice whether required or not.
- Inform CONTRACTOR in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.

- In order to allow CONTRACTOR to comply with the applicable health and safety legislations the NMC shall provide CONTRACTOR with all available information regarding known or potential hazards likely to be encountered by CONTRACTOR personnel during their visits. CONTRACTOR shall take all reasonable steps ensure that whilst on the NMC premises, its personnel comply with all health and safety regulations of the NMC, provided that the NMC makes CONTRACTOR aware of the same.

D. Pricing/Fees:

- For pricing, please refer to schedule on Page 3.
- Fuel service charge – one per day per truck charge is $55.00 dependent on site location and current fuel costs.
- Materials billed as needed and authorized.
- There shall be no travel reimbursement allowed during this Agreement
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- Double time rates apply on select union holidays
- Services used during holidays will be charged at applicable overtime rate. Holidays are defined as:
  a. Memorial Day
  b. Independence Day (July 4)
  c. Labor Day
  d. Thanksgiving
  e. Christmas Day
  f. New Year's Day

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

VFD/Chiller/EMS/Hospital/MOB/PET/CT/Basic Service	
Straight time labor Basic Service- July 1, 2021- June 30, 2024	
Monday - Friday 7:30 AM - 4:30 PM	$189 per hour
Overtime labor- July 1, 2021- June 30, 2024	
Monday - Friday 4:30 PM - 8:00 AM, Saturday & Sunday, select holidays	$254 per hour
Pricing subject to union negotiations	

Materials: Materials to be incorporated into individual work assignments as needed and billed accordingly; prior to replacement, once diagnosed as-needed pricing can be provided if desired for prior authorization prior by NMC.

Introduced: 6/13/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with MealSuite, Inc. for food service software services at NMC for an amount not to exceed $41,364 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with MealSuite, Inc. for food service software services at NMC for an amount not to exceed $41,364 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

SUMMARY/DISCUSSION:

MealSuite is the core cloud-based platform powering foodservice management behind the scenes. It offers the infrastructure required for recipe management, nutrient analysis, inventory control, production planning, and compliance documentation. While staff-facing tools appear under the BluePrint 360 label, MealSuite is the foundation that drives much of the functionality.

MealSuite works independently as a full foodservice management system, capable of supporting hospitals, long-term care facilities, and other healthcare institutions. However, in this case, it also functions jointly with another software used by staff at Natividad to facilitate patient-specific services and tray workflows.

For Natividad Medical Center, MealSuite will serve as the system of record for menu planning, therapeutic diets, food production, and inventory. It allows detailed configuration of hospital menus, dietary restrictions, and forecasting tools that enable cost control and food safety.

Benefits include:

- Centralized management of menus, recipes, and allergens

- Automated production sheets and forecasting tied to census changes
- Digital tracking of inventory usage and expiration
- Support for documentation required by Title 22 and other regulations
- Integration capability with the EHR to align dietary orders with food production

MealSuite is necessary to enable the back-end functions that support BluePrint 360. The two systems function in tandem, with MealSuite ensuring that the data behind meal service is accurate, up to date, and fully compliant.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement to form, and the Auditor-Controller has reviewed and does not approve the non-standard payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this agreement is $41,364 of which $39,856 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6407.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This project supports the BOS Strategic Initiative for Health and Human Services by improving the quality, safety, and personalization of nutrition care provided to hospitalized patients. Implementing MealSuite will streamline meal delivery, reduce errors related to dietary restrictions and allergies, and enhance patient satisfaction-ultimately supporting better health outcomes for Monterey County residents.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Joshua West, RD, Director of Nutrition Services, 831-769-8679
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
MealSuite, Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 6/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Joshua West, RD, Director of Nutrition Services, 831-769-8679
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
MealSuite, Inc. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 971162F2-47F2-4314-9AE9-1E84A399DE57

MEAL SUITE

This agreement (the "***Master Subscription Agreement***" or "***MSA***"), effective as of **August 1, 2025**, is made between **County of Monterey for the provisions of services at Natividad Medical Center ("Customer")** and MealSuite Inc. ("***MealSuite").***

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SCHEDULES/EXHIBITS; The following attachments are incorporated herein by reference and constitute a part of this Agreement:

- **SCHEDULE 1** - Professional Services Addendum
- **SCHEDULE 2** - Service Levels and Support Addendum
- **SCHEDULE 3** - Data Standards Agreement
- **SCHEDULE 4** - Customer Privacy Policy ("CPP")
- **EXHIBIT A** – Sales Order Form
- **EXHIBIT B** - Business Associate Agreement

1. MealSuite's Responsibilities

1.1 **Software Platform.** During the term of this Agreement, MealSuite grants to Customer a non-transferable limited license use to its Cloud based foodservice technology platform ("The Platform"). Licensure is limited to specific functionality as quoted and paid for by Customer. MealSuite may add additional functionality and modules to the Platform for a fee to which the Customer may choose to license. The license shall remain in effect for the term of the Agreement and all associated renewal periods thereafter. Licensure granted under this Agreement does not provide Customer or its affiliates any ownership or title rights to the Software, Data or any associated materials provided by MealSuite.

1.2 **Professional Services.** MealSuite provides consulting and professional services for a fee, of which are bound by the terms of the **Professional Services Addendum**, herein attached as Schedule 1. Such services include but are not limited to training, project management, data-entry, menu and recipe design. A "Success Program" is required for all new customers to assist with the training and project management to ensure a successful launch of the platform. Each "Success Program" shall include a defined scope of work that is delivered pre-kickoff and may be customized for an additional fee. Additional feature activations within the platform may require a "Success Program" and a sales order forms shall be delivered before any work is initiated.

1.3 **Equipment, Sensors and Consumables.** MealSuite partners with third-party manufacturers to supply Customers with equipment, sensors and consumables for direct use with the MealSuite platform. Such products may contain individual terms of use and sale including network requirements, warranty period, release of liability, required add-ons etc. These terms shall be included on sales order forms and once executed shall be considered attached to the terms and conditions herein.

1.4 **MealSuite Data**. Dependent on licensed functionality, Customer's Country and reselling Partner, the system may come with a pre-built database of menus, recipes spread to designated therapeutic diets. Additionally, a library of nutrient files is available, which includes data from public (USDA, CNF) and privately compiled data sources including commercial data brokers and partnerships with various food manufacturers. These datasets are maintained per our **Data Standards Agreement** which can be found attached as Schedule 3. MealSuite reserves the right to change data standards based on current industry trends and legislative change. ***MealSuite is not responsible for the entry of customer specific data or the accuracy of the system data.***

1.5 **Customer Support.** A help desk is available to assist Customer's authorized contacts with the MealSuite platform and MealSuite supported hardware solutions. This helpdesk is operated in accordance with MealSuite's **Service Levels Agreement ("SLA")**, attached to this MSA as Schedule 2.

1.6 **Additional Purchases.** Customer may purchase additional services, equipment, consumables, sensors and software licenses through a mutually executed sales order forms. All such Orders are considered attachments to the Agreement and will be subject to the

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terms and conditions herein. Product specific clauses included on the sales order forms shall be considered attachments to this agreement.

1.7 **Protection of Customer's Clients Data.** MealSuite maintains privacy terms in compliance with appropriate regulations and standards. The current Customer Privacy Policy adopted by MealSuite is attached hereto as "Schedule 4: Customer Privacy Policy ("CPP")".

The privacy policy page linked above is hereby incorporated into Agreement, including any future updates. MealSuite shall notify Customer of upcoming changes via email with at least 30 day's written notice

1.8 **Security.** MealSuite shall complete a SOC2-Type 1 audit with an independent third-party firm on an annual basis to monitor for risk and shall use commercially reasonable efforts to protect the data of Customer within the MealSuite Platform. A copy of the annual report is available upon Customer request.

2. Customer's Use of the Services

2.1 **Customer Responsibilities.** Customer is solely responsible for ensuring their Users' compliance with this MSA and all applicable schedules and addenda. These responsibilities include but are not limited to:

2.1.1 Maintaining Network and Operating Systems Compliance (www.mealsuite.com/minimum-spec).

2.1.2 Ensuring Users are adequately trained to ensure safe and effective use of the MealSuite Platform and the Platform is utilized for its intended uses.

2.1.3 Promptly notifying MealSuite of any suspected security or privacy breaches and/or user access change requirements.

2.1.4 On-going validation with local State and Federal Law to ensure compliance, including but not limited to data privacy, security and dietary regulatory requirements.

2.1.5 Maintaining appropriate administrative, physical and technical safeguards for protecting the security, privacy and integrity of data in the MealSuite system.

2.2 **Prohibited Uses.** Utilization of the MealSuite platform is restricted to only those location specifically licensed through a valid and active contract term, as stated on the sales order forms**. Unless specifically exempted in writing by MealSuite, under no circumstances may the platform or data contained within be utilized for any purpose at another address or business unit (even if owned or operated by Customer)**. This includes but is not limited to the sharing of menus, recipes and nutritional calculations. In the event this data is shared without permission, MealSuite reserves the right to charge a penalty of $4,000 USD per location that utilizes the data with the immediate activation of MealSuite Standard Edition on a minimum 1-year contract with all applicable minimum training and project management services, whether used or not by the Customer.

2.3 **Copyright and Trade Secret Infringement.** In no case will the customer use, copy or allow any party to use or copy the Software and/or the data contained therein for the purpose of developing a similar Software or for any other purpose than specified herein.

3. Software Interfaces

3.1 **Interface Solutions.** MealSuite may make available to the Customer the option to integrate data into third-party systems. Data integrations include but are not limited to food pricing catalogues, electronic purchase orders, resident and patient ADT (admission, discharge and transfer), resident and patient allergen and diet orders, payroll deduction, resident charges and more. Interfaces may require additional one-time or recurring fees, custom development work and on-going maintenance fees. In the event of additional fees, a scope of work and/or sales order forms shall be provided for acceptance.

3.2 **Interface Maintenance and Support.** Customer must notify MealSuite a minimum 30 days in advance of any proposed interface changes to ensure adequate time to evaluate the proposed change and validate it will not impact production environments. MealSuite

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reserves the right to charge an hourly fee for such reviews. In the event a change at the Customer's side of the interface breaks the integration functionality, both the time to investigate and resolve the issue shall be billable at a rate of $195/per hour USD.

3.3 **Interface Limitation of Liability.** Customer understands that third-party vendor fees may apply which will not be covered under this Agreement and are the entire responsibility of Customer. Customer also understands and agrees that any changes that occur on the third party's side can impact the quality, timing, or general availability of data moving between the two systems and that MealSuite disclaims any and all responsibility and/or liability for any loss of data, performance failure, delay, inaccuracy, harm or loss of any manner, or type of error resulting from such changes.

4. Fees and Payments

4.1 **Fee Increase.** MealSuite shall not increase Subscription fees during the initial term of this Agreement. On each annual renewal, Subscription fees will increase six percent (6%).

4.2 **Suspension.** MealSuite shall submit to Customer an invoice on a form acceptable to Customer. If not other specified, MealSuite may submit such invoice periodically or at the completion of services, but in any event, no later than 30 days after completion of services. The invoice shall set forth the amounts claimed by MealSuite for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. If Customer fails to make payment of outstanding invoices, including the subscription fee, under this Agreement within 45 days of Customer's County Auditor Controller's receiving the certified invoice, the Customer's right to utilize the Platform and Equipment, at the sole discretion of MealSuite, may be subject to suspension. During the suspension period, any attempt to access the Platform will be blocked. Suspended accounts will not be reactivated until the invoice(s) due has been paid in full, or sufficient arrangement for a payment acceptable to MealSuite and Customer has been made. Suspension of a customer account does not relieve Customer of the obligation to pay the outstanding account balance or the total of fees due for any minimum or renewal term.

4.3 **PAYMENTS BY CUSTOMER**; CUSTOMER shall pay MealSuite in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by Customer to MealSuite under this Agreement shall not exceed the sum of $37,308 for the initial 12-month term.

5. Term and Termination

5.1 **Term of the MSA.** This MSA shall be effective August 1, 2025 (the "***Effective Date***") and continuing until all Services/Professional Services purchased hereunder have expired or been terminated (the "***Term***").

5.2 **Term of Subscriptions.** The term of Customer's subscription for the Services may be set forth in Customer's sales order forms (the "***Initial Term***"); otherwise, the initial term of subscription shall be 12 months. After any Initial Term, Customer's subscription for the Services shall have the option to renew annually for additional 12-month terms with a written instrument signed by both MealSuite and Customer unless otherwise terminated.

5.3 **Access on Termination.** Upon termination of subscription for services, the Customer's right to use the Platform immediately ceases. MealSuite shall have no obligation to maintain any data stored on behalf of the Customer.

5.4 **Termination for Cause.** Either party may terminate this MSA for cause: (i) upon 30 days' prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

~~5.5~~ **Termination for Convenience by Customer.** Customer may terminate the MSA for any reason by providing at least 30 days' prior written notice of termination to MealSuite by email addressed to 'sales@mealsuite.com'. Such notice shall set forth the effective date of termination.

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5.6 **Termination for Convenience by MealSuite.** Except for any specified Initial Term, MealSuite may terminate the MSA at any time by providing Customer with 90 days' prior written notice. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6. Insurance

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, MEALSUITE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the MEALSUITE upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The MEALSUITE shall not receive a "Notice to Proceed" with the work under this MSA until it has obtained all insurance required and CUSTOMER has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the MEALSUITE.

6.2 Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

6.3 Insurance Coverage Requirements: Without limiting MEALSUITE's duty to indemnify, MEALSUITE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

6.4 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6.5 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6.6 Workers' Compensation Insurance, If MEALSUITE employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Customer approval.)

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☐ Exemption/Modification (Justification attached; subject to approval)

6.7 Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the MEALSUITE shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

7. Other Insurance Requirements:

7.1 All insurance required by this MSA shall be with a company acceptable to CUSTOMER and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date MEALSUITE completes its performance of services under this Agreement.

7.2 Each liability policy shall provide that CUSTOMER shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for MEALSUITE and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the MealSuite's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CUSTOMER and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by MEALSUITE's insurance**.

7.4 Prior to the execution of this MSA by CUSTOMER, MEALSUITE shall file certificates of insurance with Natividad's Contracts Department, showing that MEALSUITE has in effect the insurance required by this Agreement. MEALSUITE shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

7.5 MEALSUITE shall at all times during the term of this MSA maintain in force the insurance coverage required under this MSA and shall send, without demand by CUSTOMER, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, CUSTOMER shall notify MEALSUITE and MEALSUITE shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by MEALSUITE to maintain such insurance is a default of this Agreement, which entitles CUSTOMER, at its sole discretion, to terminate the MSA immediately.

8. Confidentiality

8.1 MealSuite and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. MealSuite shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits MealSuite to disclose such records or information. MealSuite shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. MealSuite shall not use any confidential information gained by MealSuite in the performance of this MSA except for the sole purpose of carrying out MealSuite's obligations under this Agreement.

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8.2 Non-Discrimination: During the performance of this Agreement, MealSuite, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in MealSuite's employment practices or in the furnishing of services to recipients. MealSuite shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. MealSuite and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

8.3 Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by Customer pursuant to a contract with the state or federal government in which Customer is the grantee, MealSuite will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Customer will deliver a copy of said contract to MealSuite, at no cost to MealSuite.

8.4 Independent Contractor: In the performance of work, duties, and obligations under this Agreement, MealSuite is at all times acting and performing as an independent CONTRACTOR and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and MealSuite shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. MealSuite shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of MealSuite's performance of this Agreement. In connection therewith, MealSuite shall defend, indemnify, and hold Customer and the County of Monterey harmless from any and all liability, which Customer may incur because of MealSuite's failure to pay such taxes.

9. Indemnity

9.1 **Indemnity by Customer. Customer shall defend, indemnify and hold harmless MealSuite, their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Customer's access to or use of the MealSuite Platform, UNLESS RESULTING FROM NEGLIGENT ACTS OR OMISSION BY MEALSUITE.**

9.2 **Indemnification by MealSuite.** MealSuite will defend Customer against any claims, demands, suits, actions, proceedings, or judgments (collectively, "***Claims***") made or brought against Customer by a third party alleging that Customer's use of the Services as permitted under this MSA infringes or misappropriates the intellectual property rights of a third party (a "***Claim Against Customer***"). MealSuite will indemnify Customer against the resulting direct damages and attorneys' fees finally awarded against Customer by a court of competent jurisdiction as a result of a court-approved settlement of a Claim Against Customer, provided that Customer must: (a) promptly give MealSuite written notice of the Claim Against Customer; (b) give MealSuite sole control of the defense and settlement of the Claim Against Customer (provided that MealSuite may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide MealSuite all reasonable assistance. In the event of a Claim Against Customer, or if MealSuite reasonably believes the Services may infringe or misappropriate the rights of any third party, MealSuite may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching MealSuite warranties; (ii) obtain a license for Customer's continued use of the Services in accordance with this MSA; or (iii) terminate this MSA in accordance with its termination provisions.

9.3 **Indemnity Exclusions.** The indemnification obligations set forth in Section 9.1 do not apply to Claims to the extent that they arise from: (a) Customer's use of the Services in violation of this MSA or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after MealSuite notifies Customer to discontinue use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application or service not made or provided by MealSuite. The indemnification obligations set forth in Section 9.2 do not apply to Claims to the extent Customer is prohibited by statute or regulation from providing them.

10. Attorney's Fees In the event of the commencement of suit to enforce any of the terms or conditions of this Agreement, except for collections, each party shall pay for its own attorney fees.

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11. Limitation of Damages

LIMITATION OF DAMAGES FOR ANY BREACH OR DEFAULT BY MEALSUITE IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF FUNDAMENTAL CONDITION, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE PAYMENT BY MEALSUITE OF CUSTOMER'S DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.

11.1 NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY (1) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (2) FOR GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, OR CRIMINAL MISCONDUCT; (3) FOR DEATH, PERSONAL INJURY, OR TANGIBLE PROPERTY DAMAGE CAUSED BY ITS GROSS NEGLIGENCE; (4) BREACH OF CONFIDENTIALITY; (5) EITHER PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (6) ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (7) BREACH OF THE BUSINESS ASSOCIATE AGREEMENT ATTACHED AS EXHIBIT B ("Business Associate Agreement"); (8) FOR COUNTY'S PAYMENT OF FEES EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT; OR (9) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.

11.2 SUBJECT TO SECTION 11.1, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF $500,000 OR TWO (2) TIMES THE TOTAL FEES PAID HEREUNDER BY LICENSEE DURING THE TWELVE MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY.

12. Proprietary Information

12.1 **Restriction.** Customer shall not copy, reverse engineer, decompile or disassemble the Software. Customer shall not copy or reproduce any other Licensed Materials accompanying the Software without MealSuite's written consent. Customer shall not export datasets for use in another system.

12.2 **Reservation.** Nothing in this Agreement shall be construed to grant either party any rights with respect to the other's copyrights, trademarks, trade names, service marks, or other intellectual property except the narrowest such rights necessary for each to perform its obligations hereunder.

12.3 **Intellectual Property Notices.** Customer will ensure that all copyright, patent, proprietary and trade secret notices of MealSuite will remain on the Software in any form and on all Licensed Materials.

12.4 **Remedy for Breach.** Each party acknowledges that compliance with the restrictive covenants contained in this section is necessary to protect the other's substantial investment in proprietary information. Each party recognizes the irreparable harm and continual damage that would result from a breach of these covenants for which money damages may not be adequate. In the event either party breaches, threatens to breach, or willfully violates any of the covenants contained herein, the other shall be entitled to any legal or equitable relief available, including, without limitation, specific performance, immediate preliminary and/or permanent injunctive relief, and money damages insofar as they can be determined.

13. Notices. Except as otherwise specified in the Agreement, any notice required or permitted to be given under this Agreement shall be given in writing and delivered personally or by first-class, postage prepaid, mail to the parties' contract administrators at the addresses for notice set forth in Sections 13.1 and 13.2.

13.1 **Notices to MealSuite.** Notices to MealSuite Inc., shall be addressed to MealSuite, Inc. 5001 Lyndon B Johnson FWY. Suite 525, Dallas TX. 75244.

13.2 **Notices to Customer.** Notices to Customer shall be addressed to Natividad Medical Center, Attn: Contracts Division, 1441 Constitution Blvd. Salinas, California 93906.

14. General

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14.1 **Assignment.** MealSuite shall not assign, sell, or otherwise transfer its interest or obligations in this MSA without the prior written consent of Customer. None of the services covered by this MSA shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, MealSuite shall continue to be liable for the performance of all requirements of this Agreement.

14.2 **Survival.** Upon expiration or termination of this Agreement, all provisions relating to any payment shall survive until all undisputed fees and charges incurred through the date of expiration of termination have been paid in full. In addition to those provisions that specifically provide for survival beyond expiration or termination, all provisions regarding warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive.

14.3 **Suggestions.** Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to MealSuite regarding the Services. Customer grants MealSuite a non-exclusive, world-wide, perpetual, as-is license to use the Feedback for any purpose, including the development and exploitation of its current and future products and services. Feedback is provided entirely "as-is", without warranties of any kind. In particular, Customer does not warrant it has sufficient rights to grant the foregoing license. All use of the Feedback is at MealSuite's sole risk and liability. MealSuite shall not identify Customer as the source of the Feedback. MealSuite waives any and all claims, now known or later discovered, that it may have against Customer relating in any way to the Feedback.

14.4 **Aggregate Usage Data.** MealSuite may use aggregate data (including deidentified data) collected by MealSuite with respect to Client's and Users' access to and use of the Services without the prior written consent of Client or Users including: (i) for the analysis, development, forecasting, machine learning, and provision of the Services; (ii) for recordkeeping, fee calculation, internal reporting, support, and other legitimate business purposes; and (iii) to report the number and types of transactions and other statistical information.

14.5 **Governing Law.**

Customers in the United States of America
This Agreement shall be governed by and construed in accordance with the state laws of California. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.6 **Taxes.** The Customer shall be responsible for payment of all taxes associated with this Agreement including, but not limited to, sales taxes, import taxes or similar governmental charges that may be assessed by any jurisdiction, whether based on gross revenue or delivery of products or services.

14.7 **Entire Agreement, Waiver and Amendment.** This MSA, including all sales order forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Customer and MealSuite and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Unless anything in a related signed contract signed by both Customer and MealSuite says anything expressly to the contrary, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, schedule, addendum or sales order forms, the order of precedence shall be: (1) the applicable sales order formsand any addenda thereto, (2) the applicable exhibit, schedule or addendum to this MSA, and (3) this MSA. No purported amendment or waiver of any right, term or condition of this MSA will be valid unless in writing and signed by each party's authorized representative.

14.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

14.9 **Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

14.10 **Interpretation**. For this MSA: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this MSA as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders.

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14.11 Severability. If any provision of this Agreement is determined to be unenforceable or invalid under applicable law, such provision will be reformed and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if such reformation and interpretation is not possible, and the remaining provisions of this Agreement will continue in full force and effect.

Signature Page to follow

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MEAL SUITE

Agreement Accepted by:

MealSuite Inc.

Signed By: DocuSigned by: Polly Kirkwood 448A1B9DF6B4468...

Print Name: Polly Kirkwood

Title: VP Sales Operations

Date: 5/13/2025 | 2:41 PM PDT

I have the authority to bind the Corporation

2nd Authorized Signatory:

Signed By: Signed by: Derek Doyle 37BE0236933E466...

Print Name: Derek Doyle

Title: VP Finance

Date: 5/30/2025 | 6:27 AM PDT

I have the authority to bind the Corporation

Agreement Authorized by:

County of Monterey, on behalf of Natividad Medical Center

Signed By:

Print Name: Charles R. Harris

Title: CEO

Date:

I have the authority to bind the Corporation

Approved as to Legal Provisions

Signed by: Signed by: Stacy Saetta 696D21D44C4341D...

Monterey County Deputy County Counsel

Date: 6/6/2025 | 12:18 PM PDT

Approved as to Legal Provisions

Signed by: The Auditor-Controller has reviewed and does not approve the non-standard payment provisions.

Monterey County Deputy Auditor Controller

Date: 6/6/2025 | 1:53 PM PDT

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MEAL SUITE

SCHEDULE 1 – PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("PS Addendum" or "PSA") is an addendum to the Master Subscription Agreement (the "MSA") between MealSuite Inc. ("MealSuite") and the Customer identified in the MSA ("Customer") pursuant to which Customer desires to procure, and MealSuite desires to render, certain professional, data-entry, training, operational and/or technical services (collectively, "Professional Services") in connection with the Services. Capitalized terms used but not defined in this PS Addendum will have the meaning set out in the MSA. The terms and conditions of this PS Addendum are incorporated by reference into the MSA. In the event of conflict between this PS Addendum and the MSA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services. The terms in the sales order forms, and/or Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed shall control as to the engagement described in those documents.

PS 1. Scope of Services

MealSuite shall provide Customer with Professional Services as set forth in the applicable statements of work (each, a "Statement of Work" or "SOW") or sales order formsOrder Forms executed by Customer. Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials to be developed and/or provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PS Addendum.

PS 2. Customer's Responsibilities

PS 2.1 Cooperation

MealSuite's ability to provide Professional Services requires the co-operation of Customer in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Customer of its obligations as set out in the SOW. In the event that Customer fails to perform any of its responsibilities outlined in an SOW in a timely manner, MealSuite may be delayed in its fulfillment of its obligations and additional costs, or expenses incurred by MealSuite may be billed to Customer.

PS 2.2 Representative

Customer agrees to appoint a representative who will provide professional and prompt liaison with MealSuite, have the necessary expertise and authority to commit Customer, be available during business hours when requested by MealSuite and meet with MealSuite's representatives at agreed regular intervals in order to review progress and resolve any issues.

PS 2.3 Access

Customer will provide management direction and decisions as reasonably requested by MealSuite, and make available for reference and use by MealSuite such Data, documentation, and other materials and information as are reasonably requested by MealSuite to perform Professional Services.

PS 2.4 Service Cancellations

Virtually delivered services including trainings and project meetings require a minimum 1 business day cancellation notice. On-site services must be cancelled (or rescheduled) at least 3 business days prior to the scheduled arrival. If Customer fails to provide adequate notice, MealSuite may charge the customer for the scheduled services as if delivered and any non-refundable travel expenses.

PS 3 Change Management Process

If Customer or MealSuite requests a change in any of the specifications, requirements, Deliverables, or scope of Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. MealSuite will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until both parties execute them. Executed Change Orders shall be deemed part of and subject to this PS Addendum.

PS 4. Project Materials.

PS 4.1 Deliverables

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MealSuite shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property, as defined below), and related intellectual property rights. Subject to terms and conditions of the MSA and this PS Addendum, and during the Term, MealSuite provides Customer with a limited, non-exclusive, non-transferable license to use the deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Services.

PS 4.2 Tools
Notwithstanding any other provision of this PS Addendum: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by MealSuite to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.

PS 4.3 Customer Property
Customer shall own all rights, title and interest in and to any Customer Property. "Customer Property" means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer owned property in an SOW. Customer grants MealSuite the right to use Customer Property solely for the purpose of providing Professional Services to Customer.

PS 5. Professional Services Warranty
MealSuite warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with this SOW; and (b) the Professional Services shall be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. MealSuites's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranty, and Customer notifies MealSuite within 60 days of MealSuite's delivery of the Professional Services, Customer may require MealSuite to re-perform the non-conforming portions of the Professional Services.

PS 6. Disclaimer
THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF MEALSUITE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

PS 8. Term
This PS Addendum shall be effective as of the Effective Date of the MSA and shall continue in effect during the Term of the MSA. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW.

PS 9. Non-Impediment
Provided that MealSuite does not use any Customer Property except as permitted, nothing in this PS Addendum shall be construed as precluding or limiting in any way the right of MealSuite to provide consulting, development, or other services of any kind to any individual or entity (including performing services or developing materials which are similar to and/or competitive with the Professional Services and/or related Deliverables).

PS 10. Entire Addendum
This PS Addendum, together with the attached SOWs and exhibits that are incorporated by reference, and the MSA and its associated sales order forms, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PS Addendum and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs and/or responses thereto, verbal and/or written communications related to the Professional Services provided by MealSuite.

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MEAL SUITE

SCHEDULE 2

Service Levels and Support Addendum

This Service Levels and Support Addendum sets out MealSuite's current service levels and help desk support services. MealSuite shall use commercially reasonable efforts to comply with these service levels and may update/enhance the service levels from time to time on reasonable notice to Customer.

1. **Cloud Platform Availability**

   1.1 **Uptime.** MealSuite shall use commercially reasonable efforts to make the Services available 24 hours per day and 365 days per year, except in accordance with maintenance or other periods of unavailability set forth below. Customer may, subject to obtaining access to the internet, access the Services during not less than 99.6% of hours during each calendar year, excluding maintenance periods and other periods of unavailability as set forth in these Target Service Levels ("***Uptime***"). The unavailability of a single module or interface that is not, in Mealsuite's sole discretion, considered critical to client operations, may be excluded from Uptime. Should MealSuite fail meet the required Uptime, Customer's sole and exclusive remedy shall be to terminate the MSA in accordance with the provisions thereof.

   1.2 **Unavailability Due to Causes Beyond Control.** Periods of unavailability due to causes beyond MealSuite's reasonable control, including natural disasters, war, riots, labor disputes, government lockdown, internet service provider failures, client network failures, electricity provider failures, delays or denial of service attacks are excluded from Uptime.

   1.3 **Downtime Maintenance Periods.** MealSuite periodically adds, repairs and upgrades its network, hardware and applications and shall use its best efforts to accomplish this without affecting Customer's access to the Services; however, repairs of an emergency or critical nature may result in the Cloud Platform not being available. MealSuite has also established periodic system maintenance windows. Any planned maintenance which could affect Customer's access to the Cloud Platform shall be scheduled to take place between the hours of 11PM and 4:00 AM (EST). During these system maintenance windows, MealSuite may make the Services unavailable in order to perform maintenance without notice.

2. **Help Desk Availability**

   2.1 **Service Hours.** Help desk support services are provided 8:30am to 6pm Eastern (Standard) Time, Monday through Friday, excluding Federal Holidays.

   2.2 **After Hours Emergency Support.** Emergency support is available by telephone, 24 hours per day, 365 days per year. This service is reserved for Customers experiencing a significant disruption to their operations and require immediate assistance. Use of this service is subject to a fee of $195/hr USD (billing in 1-hour increments).

3. **Excluded Services.** Although not an exclusive list of Excluded Services, and without limiting the generality of the definition of Excluded Services, the Service Plan does not include:
   - Support of equipment or software for Customer's internet access, networks and telecommunications systems.
   - Training and instruction of any kind.
   - Support of any equipment not sold by MealSuite.
   - Installation or physical maintenance of equipment at Customer's site(s).
   - Support of an individual who is not directly listed on the account authorized contact list and has a valid license assigned.

4. **Customer Responsibility**

   4.1 **Data Privacy in Communication.** In order to ensure appropriate protection of PHI during the re-creation and troubleshooting of reported issues, Customer must make all reasonable efforts to provide information without referring to specific clients, unless Customer provides such information in a secure fashion (such as an encrypted email). If reference to a client is necessary, the MealSuite Client ID Number should be used as the primary identifier. Unless secure e-mail is used, any screenshots provided should be marked up to remove any identifiable PHI data.

   4.2 **Reporting an Incident.** MealSuite provides several ways to initiate a help desk ticket. Currently supported processes include via in-application chat, by telephone, by helpdesk portal or by e-mail at support@mealsuite.com.

   When initiating a ticket through any of the above, to expedite the resolution process the Customer should provide as many details as possible including error messages, time of incident and steps to reproduce incident.

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Urgent and High incidents (as outlined in section 6) must be reported by telephone by calling 1-800-383-1999 and selecting 'Support' at the prompt. If outside regular hours, choose the 'Emergency Support' prompt to be direct to the appropriate queue. If a live agent does not pick up, the following should be provided:

- A description of the incident including any error messages
- Contacts full name
- Callback telephone number and extension number if applicable

5. **Auto-Closure of Tickets.** If Customer does not respond to a request for information or validation of closure within 5 business days of last action, the ticket shall be automatically closed and deemed resolved.

6. **Response and Resolution Targets** Requests which cannot be immediately addressed by MealSuite's help desk shall be escalated in accordance with MealSuite's internal escalation process. The "Initial Response Time" is the time in which Customer reporting the service request is provided with a case number to track the request.

Priority Level	Issue Description	Initial Response Time	MealSuite Commitment
Urgent	A condition which: (i) is halting production without an economically feasible alternate method to run MealSuite; or (ii) prevents Users from accessing or using a critical function of MealSuite. Examples: – Users cannot access the application or embedded third-party system (does not include situations where Users forget or lose their passwords). – Platform error preventing access to Client Record Data, preventing Users from meeting statutory or regulatory requirements.	Within 1 hour, 24 x 7 x 365	Issue resolution activities shall be conducted 24 x 365 until fixed or a reasonable workaround is identified and implemented.
High	– Application related problem which restricts or prevents Users from providing key services to clients. A condition which: (i) is deterring User from meeting production processes/schedules; (ii) has a serious impact on the use of MealSuite; (iii) is making production materially more difficult or costly for User; or (iv) results in material corruption of any of User's Data.	Within 1 hour during Primary Support Hours 8:30am –6:30pm (EST) M-F (excluding Federal Holidays)	Issue resolution activities shall be conducted during Primary Support Hours until fixed or reasonable workaround is identified and implemented.
Medium	A condition other than those described above in which MealSuite is performing in an unpredictable manner or is producing incorrect results but is not impacting production or business processes/schedules materially.	Within 3 hours during Primary Support Hours	MealSuite shall work with Customer to prioritize and schedule resolutions into regular release cycles.
Low	A condition other than those described above in which there are inconsistencies, irregularities and/or limitations in MealSuite or a third-party service provider which cause inconvenience to User.	Within 6 hours during Primary Support Hours	MealSuite shall provide a tracking ticket to notify the Customer when the fix has been released. Release timelines shall vary depending on total impact of issue, release schedule, existing priorities and development efforts etc.

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MEAL SUITE

SCHEDULE 3

Data Standards

DS1. Diet Order Types and Parameters

The MealSuite database includes select diet, texture, and fluid types (Diet Order Types) available for customer use. MealSuite Diet Order Types are evaluated annually and subject to change, based on updates to the Academy of Nutrition and Dietetics' Nutrition Care Manual (NCM) and the International Dysphagia Diet Standardization Initiative (IDDSI) Guidelines.

Diet Order Types may be used by customers as is or be modified to align with the customer's specific standards. Once modified by the customer, the customer takes full responsibility of the data maintenance associated with the modifications. Diet standards and/or definition requirements can vary by state, and therefore it is not uncommon to have differences noted between MealSuite database standards and customer specific standards. State regulations often supersede federal guidelines and regulations with relation to specific diet parameters. It is the responsibility of the customer to ensure they are following regulations as applicable for federal, state, and local jurisdictions.

DS2. Menus & Recipes

MealSuite provides generic sample menus, refreshed on an annual basis, as a starting point to assist customers in adopting the MealSuite platform. These menus are based on the USDA MyPlate and Dietary Reference Intakes (DRI) published by the Institute of Medicine (IOM) of the National Academy of Sciences. The Regular Diet Type is designed to meet the nutritional needs of healthy adults who do not have dietary restrictions and includes a variety of foods with consideration to the preferences of the population for which the menu is written. It provides an average of 2000 calories per day and incorporates recommendations from DRIs to meet the minimal nutrient requirements for adults (females 51 to 70 years of age, and >70 years of age if available). The DRI's represent the most current scientific knowledge on the nutrient needs of the healthy population; however individual requirements may be higher or lower than the DRI's.

Recipes utilized on MealSuite master menus are fully extended for the diet and texture combinations supported at the master level as noted above. Therapeutic and texture-modified menus are based on the Academy of Nutrition and Dietetics' Nutrition Care Manual (NCM) and the International Dysphagia Diet Standardization Initiative (IDDSI). While MealSuite makes best efforts to ensure accurate recipe extensions and preparation instructions, it is the customers responsibilities to review and test recipes before serving to their Resident and Patients.

DS3. Nutrients and Allergens

Nutrient analysis of food items, recipes, and menus contained in the database is calculated from a dataset provided by the USDA Food Composition tables, manufacturer provided data, data from third-party data sources and manually inputted user data. While MealSuite strives to offer the most accurate nutrient analysis, it is only as accurate as the data sources acquired.

Federally mandated allergens are applied to a MealSuite master food item if found to be a declared allergen on ≥80% of scrutinized comparable commercially available products. Every effort has been made to identify these allergens in appropriate foods, however due to varying product formulations and updates from manufacturers unknown to MealSuite, customers are encouraged to validate the allergen on the label and/or from the manufacturer of the actual product being used prior to service.

Select non-federally mandated allergens may be applied to MealSuite master food items. Non-federally mandated allergens are not required to be declared on product labels, and therefore cannot undergo the same level of scrutiny for inclusion or exclusion in the MealSuite system as do the federally mandated allergens. Foods known to contain the offending allergen shall be marked as accurately as possible.

Likes and Dislikes Flags are intended to accommodate preferences and can be used to restrict or encourage the items a person shall receive. Dislikes should not be used for the management of allergens, as foods associated with a dislike group may not be all encompassing to include the variety of forms a food may take during preparation, but which could still trigger an adverse reaction.

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SCHEDULE 4
Customer Privacy Policy ("CPP")

1. The CPP is incorporated into Agreement between Customer and MealSuite.
2. This CPP is applicable as of September 22, 2021, and is applicable until a new version of the CPP is published by MealSuite and Customer is provided with notice in accordance with Agreement between Customer and MealSuite.
3. This CPP is version CPP:1.0.0, for reference.
4. Private Health Information Confidentiality.
    a. MealSuite covenants and agrees not to use or further disclose the Customer Information other than as permitted or required to carry out its obligations pursuant to this Agreement or as required by law;
        i. To use reasonable safeguards to prevent use or disclosure of the Customer's information other than as provided in this Agreement; To report to the Customer any use or disclosure of the Customer's information not provided by this Agreement of which it becomes aware;
        ii. To ensure that any agents, including subcontractors, to whom MealSuite provides private health information (PHI) received from, or created or received by MealSuite on behalf of the Customer, agrees to the same restrictions and conditions that apply to MealSuite with respect to such information;
        iii. To make available PHI in accordance with legislative requirements for access of individuals to PHI;
        iv. To comply with all applicable legislation governing the confidentiality of Customer's data;
        v. To make available the information required to provide an accounting of disclosures in accordance with legislative requirements for accounting of disclosures of PHI;
        vi. To make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by MealSuite on behalf of

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the Customer, available for purposes of determining MealSuite's compliance with its obligations pursuant to this section.

vii. On termination of this Agreement, to destroy PHI received from, or created or received by MealSuite on behalf of the Customer that MealSuite still maintains in any form and MealSuite covenants that it shall retain no copies of such information, or, if such destruction is not feasible, to extend the protections of this Agreement to the information and limit further uses and disclosure to those purposes that make the destruction of the information unfeasible.

5. MealSuite agrees not to disclose to any third party any information concerning the Customer's specific operations, Customers, or patients except as expressly authorized in CPP and Agreement.
6. Personally identifiable data is governed by the BAA, IMA or other similar agreement with Customer.
7. No rights or licenses are granted except as expressly set forth in Agreement.
8. Aggregate Usage Data.
    a. MealSuite may use aggregate data, including deidentified, anonymized or pseudo-anonymized information, collected by MealSuite with respect to Customer's and Users' access to and use of the Services and derivative data, without the prior written consent of Customer or Users including: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other MealSuite offerings and other legitimate business purposes; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
9. Industry Related Data.
    a. MealSuite may use industry related data, including deidentified, anonymized or pseudo-anonymized information, collected by MealSuite with respect to Customer's and Users' access to and use of the Services and derivative data, without the prior written consent of Customer or Users including: the use and disclosure to optimize supply chain availability, demand forecasting, trend insights, market data, and product usage statistic. MealSuite will not disclose or supply Customer's user or contact lists, product costs or proprietary financial information to any partner or third-party

HARDWARE QUOTE (Q-00002407)

Currency: USD

Prepared For:

Natividad Hospital
1441 Constitution Blvd
Salinas California, 93906 United States

Prepared By:

Corrina Stellflug
MealSuite Inc.
5001 Lyndon B. Johnson Fwy,
Suite 525. Dallas, TX.
75244

Hardware

	COST	QTY	TOTAL COST
ELO-ANDROID-15-STANDARD ELO 15.6" Touchscreen Monitor - Standard (POS)	$999.00	3	**$2,997.00**
ELO-TABLETOP-STAND-15 ELO Tabletop Stand for 15" I-Series Monitor	$89.00	3	**$267.00**
CASH-DRAWER Cash Drawer (Black)	$130.00	3	**$390.00**
Stripe Wireless Credit Card Reader with Dock BBPOS WisePOS E with Dock	$499.00	3	**$1,497.00**
ELO-ANDROID-22 22" Android All-In-One Device (includes choice of mount)	$1,799.00	3	**$5,397.00**
STAR-PRNTR Star Micronics Thermal Printer	$523.00	4	**$2,092.00**
PRINTER-SETUP Pre-configuration of printer to be plug and play on arrival.	$0.00 **200 Discount Applied**	4	**$0.00**
SAMSUNG-TAB-A9-11.0 w/Case Galaxy Tab A9+ 11", 8 CORE w/Case	$304.61	6	**$1,827.66**
BRECKNELL-SCALE Brecknell Digital POS Scale	$740.00	3	**$2,220.00**

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BRECKNELL-SCALE-USB Brecknell Digital Scale USB Cable	$0.00	3	**$0.00**
4-PORT-USB-HUB 4-Port USB Hub for POS Stations	$49.00	3	**$147.00**
	SUBTOTAL:	**38**	**$16,834.66**

Ongoing Annual Fees

	COST	QTY	TOTAL COST
MDM Remote Device Management	$72.00	3	**$216.00**
SLA-GOLD-MONITOR Gold Service Level Agreement - Monitor (Annual Recurring Fee)	$60.00	3	**$180.00**
MDM Remote Device Management	$72.00	3	**$216.00**
SLA-GOLD-MONITOR Gold Service Level Agreement - Monitor (Annual Recurring Fee)	$60.00	3	**$180.00**
MDM Remote Device Management	$72.00	6	**$432.00**
SLA-GOLD-TABLET Gold Service Level Agreement - Tablet (Annual Recurring Fee)	$36.00	6	**$216.00**
	SUBTOTAL:	**24**	**$1,440.00**

Consumable

	COST	QTY	TOTAL COST
STAR-PRNTR-PAPER Thermal Printer Paper (12 rolls per case)	$55.00	4	$220.00
	SUBTOTAL:	**4**	**$220.00**

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I. FEES:

A. All orders over $1,000 require a 50% deposit paid by check, wire transfer, bank transfer or credit card prior to shipment of goods unless exempted in writing. The remaining balance shall be due upon receipt of goods.

B. Costs Breakdown:

	One Time Fees	Annual Fees
Hardware	$16,835	N/A
Ongoing Annual Fees	N/A	$1,440.00
Consumable	$220.00	
Total amount shall not exceed $20,183		

II. Terms of Sale

Customer is responsible for applicable taxes and freight charges; taxes and freight charges will be added to each invoice.

1. **Use of Equipment.** Customer, at its own expense, shall keep the Equipment in good repair, appearance and condition, other than normal wear and tear, will use the Equipment in a good and careful manner. Customer will comply with all the manufacturer's requirements and recommendations respecting the Equipment. Failure to do so could void warranties and or service agreements with the manufacturer and/or the MealSuite.

Customer will use the Equipment exclusively for MealSuite. Customer will not attempt to load alternate software onto the device or alter its configuration without written permission from MealSuite. In the event the Equipment is modified without the written approval of MealSuite, the following remedies may apply:

- Customer will be responsible for shipping the Equipment to an authorized repair center designated by MealSuite.
- Customer shall pay $195/hr USD (minimum 1 hour increment) for all assistance with troubleshooting and restoring the Equipment to a working state.
- In the event of compromised hardware, the warranty will be null and void.
- MealSuite may immediately terminate the service agreement for the Equipment and refuse further support.

2. **Equipment Installation.** Customer is responsible for the professional mounting, cabling and installation of all equipment. MealSuite is not responsible for incorrectly installed equipment or any associated damage. It is the Customer's responsibility to ensure that any equipment which is mounted meets local building codes and is adequately secured to prevent injury. Sensors should be validated after installation to ensure the temperature transmitted is accurate to the environment.

Current networking requirements are available at: www.mealsuite.com/minimum-spec

3. **Equipment Support:**

Equipment Rented from MealSuite:

In the event of Equipment errors, Customer shall immediately notify MealSuite Support with all relevant facts to assist with reproduction of the issue and troubleshooting.

If it is determined by MealSuite Support that a replacement device is required:

- A replacement will be shipped out the next business day with priority service at MealSuite's expense.
- Customer shall return the defective unit to the address specified by MealSuite by a pre-paid shipping.
- If Customer does not return the defective unit within 30 days, the Customer shall be invoiced for the replacement unit which shall be subject to the payment provisions set forth in the Agreement.

If the original device was damaged during use, MealSuite may charge the repair costs or fair market value of the device.

Equipment Purchased from MealSuite:

In the event of Equipment errors, Customer shall immediately notify MealSuite Support with all relevant facts to assist with reproduction of the issue and troubleshooting.

If it is determined by MealSuite Support that a replacement device is required:

If the customer has purchased the 'SLA Gold Upgrade' for the impacted unit:

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- A replacement will be shipped out the next business day with priority service at MealSuite's expense.
- Customer shall return the defective unit to the address specified by MealSuite by a pre-paid shipping.
- If Customer does not return the defective unit within 30 days, the Customer shall be invoiced for the replacement unit which shall be subject to the payment provisions set forth in the Agreement.
- - If the unit is out of warranty, the customer will be quoted the repair cost and may choose to either pay for the replacement unit already shipped, repair the original unit, or reject both and cancel the hardware maintenance program on the unit.

If the customer has **NOT** purchased the 'SLA Gold Upgrade' for the impacted unit:

- Customer shall return the defective unit to the address specified by MealSuite at the customer's expense.
- If the unit is out of warranty, the customer will be quoted the repair cost and may choose to reject the repair.
- An advance replacement unit shall not be provided, and customer acknowledges that repair times are outside of MealSuite's control.

Customer is encouraged to retain an original box and packing materials for screens due to their sensitivity to shipping.

Premium Service Agreement Termination. MealSuite reserves the right to terminate any premium service level agreements (ex. Gold) with notice to the Customer provided no less than 60 days. Customer may terminate the premium service program with no less than 60 days notice.

4. **Equipment Lifetime.** Customer acknowledges that the typical software lifetime of a screen, terminal or tablet is three (3) years. While MealSuite shall make best efforts to extend this lifetime, software support cannot be guaranteed. MealSuite shall notify client at least 60 days in advance of any end-of-life support for their equipment.

5. **Warranties.** MealSuite warrants that MealSuite has the right to resell the Equipment and pass to Customer any manufacturer's warranty according to the terms in this Addendum and that, if no Event of Default has occurred, MealSuite will not disturb Customer's quiet and peaceful possession of the Equipment or Customer's unrestricted use of the Equipment for the purpose for which the Equipment was designed. Customer acknowledges that replacement or repair of defective Equipment will be dictated by the manufacturer's warranty and related policies, procedures and costs (if any) and MealSuite does not offer and is not responsible for any additional warranty on the Equipment.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MEALSUITE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT, EITHER PATENT OR LATENT SHALL RELIEVE CUSTOMER OF ITS OBLIGATION HEREUNDER. MEALSUITE IS NOT LIABLE FOR CONSEQUENCES OF HARDWARE FAILURE IS SPECIFICALLY NOT LIABLE FOR COMPONENTS ON CUSTOMER'S SITE, INCLUDING BUT NOT LIMITED TO, THE FOOD CONTENTS, FREEZERS, FRIDGES OR ANY DAMAGE OR LIABILITY FROM THE INCORRECT INSTALLATION OR MOUNTING OF THE EQUIPMENT.

6. **Acceptance and Returns.** Customer must report any damage or defects as a result of shipping within 7 days of delivery of product to MealSuite. If no notices are provided, it is assumed that the Equipment has been accepted in working order and any repairs shall be under the Warranty program.

A Customer may return re-saleable Equipment to MealSuite within 30 days of delivery at their expense. Any mounts in which any of the included hardware have been installed shall be refused. MealSuite shall inspect equipment within 7 days on receipt and issue a credit pending no defects or damages that were incurred during shipping or at the Customers fault.

7. **Rental Equipment Loss.** If the Equipment has been provided as a rental and it has been lost or damaged at the fault of Customer, Customer shall pay the fair market value of the Equipment.

8. **Default Remedies Related to Equipment.** On the occurrence of an Event of Default, MealSuite will be entitled to pursue any one or more of the following remedies (the 'Remedies') in addition to all remedies specified in the Agreement:

i. Remotely disable access to the Equipment and, or to any software programs provided by Company with the device, until payments are brought current.

ii. Terminate this Agreement immediately upon written notice to Customer.

MEAL SUITE

QUOTE (00006357)

Currency: USD

Prepared For:

Natividad Hospital
1441 Constitution Blvd
Salinas, California 93906
United States

Prepared By:

Corrina Stellflug

MealSuite Inc.
5001 Lyndon B. Johnson Fwy,
Suite 525. Dallas, TX.
75244

Software Add-ons (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
Point of Sale Fully integrated Point of Sale with Meal Plans, Charge Accounts and more.	$179.00	1	$179.00
POS Interface Engine Monthly fee for the maintenance and overhead related to a POS interface such as Payroll Deduct, Staff Sync, GL Interface, etc.	$49.00	1	$49.00
Portal by MealSuite Ability to integrate with existing community engagement platform or have standalone access to meal plan balances, historical transactions and self-order meals.	$149.00	1	$149.00
Touch - Paperless Bundle (Smart Service, Paperless Kitchen and Menuboards) Packaged bundle with cost savings which includes Smart Service Suite, Paperless Kitchen (including HACCP HQ), Interactive Menu Boards and Menu Websites	$249.00	1	$249.00
	SUBTOTAL:	**4**	**$626.00**

Setup Fee

	COST	QTY	TOTAL COST
Point of Sale: Per Revenue Center Setup Fee **Notes: Includes 3 revenue centers** Training, configuration support, best practices guidance and remote go-live support. On-site support is available for an additional fee.	$999.00	1	$999.00
POS Interface - Setup Fee (Per interface) **Notes: Unlimited interfaces** Setup to build, test and activate a Point of Sale data interface such as Payroll Sync, Staff Sync, Resident Data etc. Fee is per interface.	$499.00	1	$499.00
Portal by MealSuite - Training and Setup Fee **Notes: Discount approved** A one-time setup fee that includes remote training, project management and configuration assistance. On-site training is available for an added daily fee and travel expense if required.	$500.00	1	$500.00

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Temperature Sensor: Setup Fee Configuration and Setup Services to deploy the temperature sensor solutions.	$149.00	1	$149.00
Touch - Paperless Bundle Setup Fee **Notes: Discount approved** A one-time setup fee that includes remote training, project management and configuration assistance. On-site training is available for an added daily fee and travel expense if required.	$750.00	1	$750.00
	SUBTOTAL:	**5**	**$2,897.00**

Professional Services (One Time Fee)

	COST	QTY	TOTAL COST
Training & Implementation: **Notes: *Recommended for POS projects* (customer to cover travel expenses, $ TBD)** One day of on-site training or associated service. Customer is responsible for associated travel expenses that will be billed following the completion of services.	$950.00	3	$2,850.00
	SUBTOTAL:	**3**	**$2,850.00**

Add-on Temperature Sensors (Monthly Recurring Fee)

	COST	QTY	TOTAL COST
Temperature Sensor Temperature Sensor for Cold Storage Monitoring & Alerts	$6.00	40	$240.00
Temperature Sensor Gateway Temperature Sensor Gateway only	$16.00	5	$80.00
	SUBTOTAL:	**45**	**$320.00**

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I. Terms of Sale

A. Customer is responsible for applicable taxes and freight charges; taxes and freight charges will be added to each invoice.

B. Customer and MealSuite agree that MealSuite shall be reimbursed for travel expenses during this Agreement. MealSuite shall receive compensation for travel expenses as per the Monterey County Travel and Business Expense Reimbursement Policy. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures To receive reimbursement, MealSuite must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

II. Costs Breakdown:

Software Add-On Fees:		
	Monthly Fees	**One-Time Fees**
	$626.00	N/A
Setup Fee:		
	Monthly Fees	**One-Time Fees**
	N/A	$2,897.00
Professional Services (training & implementation)		
	Monthly Fees	**One-Time Fees**
	N/A	$2,850.00
Add-on Temperature Sensors		
	Monthly Fees	**One-Time Fees**
	$320.00	N/A
Estimated Travel Expenses: $2,500		
Total amount shall not exceed $21,181		

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Exhibit B:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective August 1, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and MealSuite, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

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(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

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4.1 **Term**. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination**. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

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Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

MealSuite, Inc.
Attn: Sean Rowe
5001 LBJ FWY Suite 525
Dallas, TX. 75244
Phone: 972-238-7200
Fax: 972-238-7733

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

Introduced: 6/13/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with US Foods, Inc for blueprint menu management system software services at NMC for an amount not to exceed $17,878 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract terms within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with US Foods, Inc for blueprint menu management system software services at NMC for an amount not to exceed $17,878 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract terms within the agreement.

SUMMARY/DISCUSSION:

The Nutrition Services Department at Natividad Medical Center is moving to implement BluePrint 360, a US Foods-branded foodservice software solution that supports key operational functions in healthcare foodservice. This system facilitates real-time coordination between foodservice workflows and the electronic health record (EHR), enabling improved safety, efficiency, and compliance.

BluePrint 360 functions as a bridge between ordering, production, and clinical systems. It integrates patient diet orders, allergy information, and individual needs from the EHR into daily meal service operations. It also helps standardize back-end processes such as inventory, menu updates, and tray ticket generation.

While BluePrint 360 provides the hospital-facing interface used by staff, it relies on connectivity with another software to perform essential functions such as inventory tracking, nutrient analysis, and production forecasting. This connectivity is what allows real-time updates to reach the frontline team and ensures that dietary orders are translated accurately into patient meals.

- Key operational benefits include:
- Real-time meal accuracy aligned with patient clinical needs
- Automated workflows that reduce manual entry and duplicate work
- Improved communication between the kitchen, diet office, and nursing units
- Better control of waste and inventory through streamlined production tools
- Compliance support for hospital and regulatory standards

The use of BluePrint 360 allows Nutrition Services to align food operations more closely with patient care, improving service quality while minimizing delays and inefficiencies.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this agreement is $17,878 of which $16,850 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6408.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The BluePrint 360 food service software advances the Board of Supervisors' (BOS) Health and Human Services initiative by improving nutrition accessibility, patient safety, and operational efficiency. Its paperless kitchen reduces waste, supports eco-friendly practices, and enhances workflow efficiency, while features like EHR integration, bedside ordering, and automatic nutrient analysis ensure patients receive personalized, medically appropriate meals. This all-in-one solution enhances food quality, reduces errors, and aligns with sustainability and health-focused service delivery goals.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Joshua West, RD, Director of Nutrition Services, (831) 769-8679
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:

US Foods, Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 6/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with US Foods, Inc for blueprint menu management system software services at NMC for an amount not to exceed $17,878 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract terms within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with US Foods, Inc for blueprint menu management system software services at NMC for an amount not to exceed $17,878 with an agreement term August 1, 2025 through July 31, 2026.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract terms within the agreement.

SUMMARY/DISCUSSION:

The Nutrition Services Department at Natividad Medical Center is moving to implement BluePrint 360, a US Foods-branded foodservice software solution that supports key operational functions in healthcare foodservice. This system facilitates real-time coordination between foodservice workflows and the electronic health record (EHR), enabling improved safety, efficiency, and compliance.

BluePrint 360 functions as a bridge between ordering, production, and clinical systems. It integrates patient diet orders, allergy information, and individual needs from the EHR into daily meal service operations. It also helps standardize back-end processes such as inventory, menu updates, and tray ticket generation.

While BluePrint 360 provides the hospital-facing interface used by staff, it relies on connectivity with another software to perform essential functions such as inventory tracking, nutrient analysis, and production forecasting. This connectivity is what allows real-time updates to reach the frontline team and ensures that dietary orders are translated accurately into patient meals.

- Key operational benefits include:
- Real-time meal accuracy aligned with patient clinical needs
- Automated workflows that reduce manual entry and duplicate work
- Improved communication between the kitchen, diet office, and nursing units
- Better control of waste and inventory through streamlined production tools
- Compliance support for hospital and regulatory standards

The use of BluePrint 360 allows Nutrition Services to align food operations more closely with patient care, improving service quality while minimizing delays and inefficiencies.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this agreement is $17,878 of which $16,850 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6408.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The BluePrint 360 food service software advances the Board of Supervisors' (BOS) Health and Human Services initiative by improving nutrition accessibility, patient safety, and operational efficiency. Its paperless kitchen reduces waste, supports eco-friendly practices, and enhances workflow efficiency, while features like EHR integration, bedside ordering, and automatic nutrient analysis ensure patients receive personalized, medically appropriate meals. This all-in-one solution enhances food quality, reduces errors, and aligns with sustainability and health-focused service delivery goals.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Joshua West, RD, Director of Nutrition Services, (831) 769-8679
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
US Foods, Inc. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 971162F2-47F2-4314-9AE9-1E84A399DE57

BluePrint 360 Pro + Connect Menu Agreement

This BluePrint 360 Agreement (the "**Agreement**") is made by and between US Foods, Inc., located at 9399 W. Higgins Ro ad, Suite 500, Rosemont,IL 60018 ("**USF**") and COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER located at 1441 Constitution Blvd., Salinas, CA 93906 ("**Customer**"). In consideration of the following agreements and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Customer agrees to pay USF in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by Customer to USF under this Agreement shall not exceed the sum of $17,878. Payable within thirty (30) days of County of Monterey's Auditor-Controller receiving the certified invoice from Customer's Accounts Payable Department. Prices do not include taxes, including sales tax. Unless Customer provides USF with appropriate tax exemption forms, Customer will be responsible for the payment of all applicable taxes. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. Pursuant to USF's agreement with MealSuite, Inc., Customer's subscription fees are subject to an annual increase in monthly subscription fee(s) based upon the U.S. Census Bureau of Labor Statistics Consumer Price Index ("CPI").

Primary User Name:

Primary User Email:

Additional User 1 Name: Sanjay Narayan

Additional User 1 Email: narayans@natividad.com

Additional User 2 Name: Sylvia Carranza

Additional User 2 Email: carranzas@natividad.com

Additional User 3 Name: Norma M. Fuentes

Additional User 3 Email: fuentesnm@natividad.com

Additional User 4 Name: Josh West

Additional User 4 Email: westjj@natividad.com

Additional User 5 Name: Loni Rahn

Additional User 5 Email: rahnla@natividad.com

Additional User 6 Name: Olivia Figueroa

Additional User 6 Email: figueroao@natividad.com

Additional User 7 Name: Luisa Pailma

Additional User 7 Email: pailmals@natividad.com

Additional User 8 Name: Cathlyn Albano

Additional User 8 Email: albanocr@natividad.com

Additional User 9 Name: Patty Camacho

Additional User 9 Email: camachopp@natividad.com

Additional User 10 Name: Desiree Rivera

Additional User 10 Email: riverad@natividad.com

Additional User 11 Name: Yvette Chavarria

Additional User 11 Email: chavarriayl@natividad.com

Additional User 12 Name: Gladys Estrada

Additional User 12 Email: estradag@natividad.com

1. The subscription package(s) includes a software license that requires web browser support. Customer acknowledges and agrees to the following: Any computer used to access BluePrint 360 will be required to have industry-standard web browsers to access the application. Customer is responsible for all hardware required for application.
2. The Success Package includes full virtual training and project management support for initial project implementation and ongoing annual training and project management (up to 5 hours annually) for system users. Cancellation by Customer of any scheduled on-line service without 24 hours (one business day) notice to MealSuite, or failure to attend a scheduled training or project management event will incur charges as if services were delivered by MealSuite.
3. This Agreement is contingent on Customer utilizing USF as their prime vendor of food and supply requirements.
4. Customer acknowledges and agrees it is responsible for (a) notifying USF or MealSuite Support of changes to approved user login/passwords, (b) addressing any individual patient needs, (c) revising menus to meet federal and state regulatory agency guidelines, and (d) Customer is responsible for revision of nutrient and allergen information.
5. The Agreement term is from **August 1, 2025 through July 31, 2026** unless sooner terminated to the terms of this Agreement. This Agreement is of no force or effective until signed by both USF and Customer and with Customer signing last and USF may not commence work before Customer signs this Agreement.
6. This Agreement is valid for an initial period of one (1) year. Customer will have the option to renew for additional one (1) year periods thereafter on an annual basis only by an instrument in writing signed by Customer and USF. Customer reserves the right to cancel this Agreement without cause, with a thirty-day (30) day written notice, or with cause immediately. This Agreement may be terminated by either party for any reason at least thirty (30) days' advance written notice prior to the effective date of termination. If Customer terminates this Agreement prior to the end of any applicable twelve (12) month subscription period, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. Customer may cancel and terminate this Agreement for good cause and effective immediately upon written notice to USF. "Good cause" includes the failure of USF to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of any consideration to USF, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due to USF under this Agreement.
7. This Agreement will be governed by and interpreted under the laws of the State of California.
8. Interfaces. If this, or any future Agreement, includes an interface to a third-party software system, it is Customer's responsibility to contact the third-party vendor to acquire any product(s), service(s), or documentation of data fields, etc., necessary to ensure that data is available from that vendor (for

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incoming interfaces) in MealSuite specified formats, and/or the third-party vendor can accept MealSuite data in the format MealSuite provides (for outgoing interfaces, APIs, or data file exports). Customer understands that third-party vendor fees may apply which are not covered under this Agreement and are the entire responsibility of Customer. Customer also understands and agrees that changes that occur on the third-party's side can impact the quality, timing, or general availability of data moving between the two systems and that MealSuite disclaims any and all responsibility and/or liability for any loss of data, performance failure, delay, inaccuracy, harm or loss of any manner, or type of error resulting from such changes.

9. Available Data. Data entered into a third-party system that is then transmitted to a MealSuite system is the Customer's data and the Customer is wholly responsible for such data and the accuracy and quality thereof in all circumstances; MealSuite disclaims all responsibility for the accuracy, quality, or timeliness of such data. Customer is responsible for review and reconciliation of data when an interface is activated. In the event that any future upgrades or modifications to the third-party software by the vendor disable or interfere with the functionality of the interface between the two software systems, it will be the responsibility of the Customer to reconcile the data mismatch problems with the third-party vendor in advance of any planned version upgrade by the third-party vendor software.
10. Interface Maintenance. Customer agrees to notify MealSuite in writing thirty (30) days in advance of any planned version upgrade of the third-party vendor's software. Customer understands that any changes made by the third-party vendor may result in additional charges or increased interface costs which will occur at the time work or changes are made; such feeds are not limited by price and protection terms. For certain instances, additional terms are included as an attachment to this Agreement. Note that for some integrations, terms specific to MealSuite Connect (ADT, Diet Order, and Allergy interfaces) may differ from terms specified for other MealSuite software.
11. HIPAA Compliance. USF does not have access to any Protected Health Information (defined in 45 CFR 160.103). Notwithstanding this, if this Agreement involves services, activities or products subject to the Health Insurance portability and Accountability Act of 1996 (HIPAA), and that USF does in fact have more than just incidental access to Protected Health Information, USF covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it shall comply with, the provisions of 45 CFR 164 Subpart E regarding the use and disclosure of Protected Health Information and shall require its subcontractors to comply with all HIPAA regulations.".
12. The parties shall not assign, sell, or otherwise transfer all of its right, title, and interest in and to, and all of its obligations under, the Agreement unless an Assignment and Assumption Agreement is signed by USF and the assignee and the Customer consents in writing to the Assignment and Assumption Agreement.
13. All notices under this Agreement will be in writing in either e-mail or by U.S. mail, postage pre-paid, return receipt requested, or by an overnight delivery service, or delivered in person, at the addresses set forth above. Notice will be deemed given when received, as evidenced by the return receipt.
14. Notwithstanding anything contained herein to the contrary USF does not warrant that the services provided herein are fit for the particular purpose intended by Customer. Customer agrees to indemnify and hold USF harmless against all claims arising out of the use by Customer or any third-party of any of the products and services provided for herein. ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. USF WILL IN NO WAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, EVEN IF USF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. NON-DISCRIMINATION. During the performance of this Agreement, USF, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in USF's employment practices or in the furnishing of services to recipients. USF shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. USF and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

16. EVIDENCE OF COVERAGE:
    Prior to commencement of this Agreement, the USF shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Prior to the execution of this Agreement by CUSTOMER, USF shall file certificates of insurance with Natividad's Contracts Department, showing that USF has in effect the insurance required by this Agreement. USF shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
17. USF shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by CUSTOMER, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, CUSTOMER shall notify USF and USF shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by USF to maintain such insurance is a default of this Agreement, which entitles CUSTOMER, at its sole discretion, to terminate the Agreement immediately.

Introduced: 6/13/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with Mitchell D. Cahn, M.D. to provide vascular surgery services at NMC for an amount not to exceed $600,000 for the period August 1, 2025 to June 30, 2027; and
b. Authorize the CEO for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($60,000) of the original contract amount and do not increase the total amount above $660,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with Mitchell D. Cahn, M.D. to provide vascular surgery services at NMC for an amount not to exceed $600,000 for the period August 1, 2025 to June 30, 2027; and
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SUMMARY:

Natividad must arrange for the professional consultation and treatment for patients who present to the emergency department and outpatient clinics in need of medical care or treatment in vascular surgery. Natividad would like to enter into this agreement with Dr. Cahn, a board certified vascular and thoracic surgeon, to provide inpatient and outpatient services, procedures in the operating room, and participate in the vascular surgery call panel for the emergency department. The vascular services provided are part of the comprehensive trauma services required for the Level II Trauma Center and vital to the continued operations of Natividad. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees on

June 13, 2025.

FINANCING:
The total not to exceed amount of this agreement is $600,000. The actual cost is contingent upon Dr. Cahn's participation in the call panel which may fluctuate based on availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the vascular services where the total expenditure will not exceed $2,250,696 annually which is included in Fiscal Year 2025/2026 Recommended Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783.2551

Attachments: Agreement

Attachments on file at the Clerk of the Board

Introduced: 6/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with Mitchell D. Cahn, M.D. to provide vascular surgery services at NMC for an amount not to exceed $600,000 for the period August 1, 2025 to June 30, 2027; and
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OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees on June 13, 2025.

FINANCING:
The total not to exceed amount of this agreement is $600,000. The actual cost is contingent upon Dr. Cahn's participation in the call panel which may fluctuate based on availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the vascular services where the total expenditure will not exceed $2,250,696 annually which is included in Fiscal Year 2025/2026 Recommended Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

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The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

Mark a check to the related Board of Supervisors Strategic Initiatives

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783.2551

Attachments: Agreement

Attachments on file at the Clerk of the Board

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

MITCHELL D. CAHN, M.D. ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**), by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and MITCHELL D. CAHN, M.D., an individual (**"Contractor"**) shall be effective on ~~July~~ August 1, 2025 (the "**Effective Date**"). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

Initial
MCM

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is experienced in the specialized field of vascular thoracic surgery, including endovascular surgery (collectively, the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**), who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room, and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Contractor shall be available on an unrestricted on-call basis to provide Specialty medical care and treatment to Patients along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays (**"Coverage Services"**). A Coverage Services shift shall be for a twenty-four (24) hour period (a **"Shift"**), upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of Shifts of Coverage Services to be provided by Contractor.

(c) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

(d) Contractor shall provide Professional Services to Clinic Patients on a schedule mutually agreed to by the Parties from time to time.

(e) Contractor shall perform the administrative duties set forth on **Exhibit 1.1(e)** (the **"Administrative Services"**) and shall perform all Administrative Services in accordance with the Hospital Rules upon the terms and subject to the conditions set forth in this Agreement and as reasonably requested by Hospital from time to time, not to exceed ten (10) hours per month.

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Administrative Services, and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

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1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services. Contractor must provide thirty (30) days' notice for desired schedule changes that would leave a gap in any coverage area. Contractor is responsible for negotiating/scheduling coverage changes.

1.7 Absences. In the event Contractor is unable to perform the obligations under this Agreement for any justifiable cause, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. Contractor shall notify the Service Director or his/her designee in writing and in accordance with Hospital Rules and Department Policies. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

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1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.14 Continuing Medical Education. Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

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1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Coordination with Attending Physicians. Contractor shall promptly report the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

1.22 Medical Records and Claims.

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished by Contractor to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

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1.24 Response Times. Contractor shall respond in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall respond within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Six Hundred Thousand Dollars ($600,000).

2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this

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Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

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ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Hospital's Medical Staff Office, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **Commercial general liability insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars ($1,000,000) per occurrence.

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☐ Exemption/Modification (Justification attached; subject to approval).

(c) **Business automobile liability insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **Workers' Compensation Insurance**, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval

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of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

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3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to

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and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital

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that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

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4.11 Access to and Audit of Records. Hospital shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Contractor and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the Effective Date, and shall continue until June 30, 2027 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

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(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

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(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to

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Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) upon Hospital's request, Contractor shall immediately vacate the premises, removing any and all of Contractor's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that Contractor has not so removed.

(c) Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor's control.

(d) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(e) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing,

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this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

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6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as

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mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

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(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

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6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

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6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

If to Contractor, addressed to:

MITCHELL D. CAHN, M.D.
10009 43rd PL NE
Seattle, WA 98125

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

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6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

MITCHELL D. CAHN, M.D., an individual

Signed by:
B220B067F19C400...

Date: 6/1/2025 | 6:00 AM PDT

NATIVIDAD MEDICAL CENTER

_____ Date: _____

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...

Date: 6/13/2025 | 12:17 PM PDT

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Date: 6/13/2025 | 1:50 PM PDT

Deputy Auditor/Controller

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Exhibit 1.1(c)

ADMINISTRATIVE SERVICES

Contractor shall:

1. assist in the development and implementation of the vascular surgery services and coordination and consultations with Hospital staff regarding the efficiency and effectiveness of the trauma department (the **"Department"**), as requested by Hospital from time to time;

2. provide general administration of the day-to-day operations of the Department;

3. advise and assist in the development of protocols and policies for the Department;

4. ensure physician coverage of the Department;

5. schedule, coordinate and supervise the provision of medical and ancillary services within the Department;

6. ensure the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;

7. coordinate and consult with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and make recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;

8. develop, review, and provide training programs for Medical Staff and Hospital personnel;

9. prepare such reports and records as may be required by this Agreement, Hospital or the Medical Staff;

10. participate in Hospital and Medical Staff committees upon request by Hospital;

11. participate in continuing medical education, research and teaching activities upon request by Hospital;

12. participate in utilization review programs, as reasonably requested by Hospital;

13. participate in risk management and quality assurance programs, as reasonably requested by Hospital; and

14. assist Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payers contracting with Hospital.

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

Name:
Employee #:
Dept Name:
Cost Center:
Period Ending:

			Direct				Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001				00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
			Direct Patient Care Services													Non-Productive Hrs				
			Sched. IP Care (PR)	Sched. OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Comm-ittee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
2	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
3	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
4	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
5	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
6	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
7	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
8	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
9	Date:	A Hospital & NMC Clinic Time																		
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11	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
12	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
13	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
14	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.13

Natividad
Inspiring healthy lives

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

12. Single incident of egregious behavior, such as an assault or other criminal act.

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13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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Natividad
Inspiring healthy lives.

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: _____

Signature: _____ Date: _____

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Exhibit 2.1

COMPENSATION

1. **Coverage Services.** Hospital shall pay Contractor the amount of One Thousand Fifty-Five Dollars ($1,055) for each Shift rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Administrative Services.** Hospital shall pay to Contractor the amount equal to Two Hundred Fifty Dollars ($250) per hour for the provision of Administrative Services, not to exceed Two Thousand Five Hundred Dollars ($2,500) per month.

3. **Professional Services.** Hospital shall pay to Contractor per Work Relative Value Unit (as defined by the Centers for Medicare & Medicaid Services from time to time) (**"wRVU"**) for those Professional Services rendered to Patients by Contractor, provided, however, that Contractor is in compliance with the terms and conditions of this Agreement and applicable Laws.

(a) Contractor shall be paid on the CPT codes submitted to and verified by Hospital professional billing office coders.

(b) Contractor must complete clinical documentation using Hospital's system on all submitted claims prior to reimbursement.

(c) Compensation will be calculated as follows: Sixty-Eight Dollars and Eighteen Cents ($68.18) per wRVU personally performed by Contractor.

(d) At the end of each month, Hospital shall provide Contractor a monthly report (**"Encounter Summary"**) that demonstrates the calculation of the compensation payable under this Section.

(e) Contractor shall review the Encounter Summary for accuracy and return the signed Encounter Summary to Hospital within five (5) business days.

(f) In the event of a dispute regarding the appropriateness of a CPT code or modifier, or similar technical billing issue, which cannot be resolved informally by the Parties, the Parties shall jointly designate an independent third-party billing expert to review and make a recommendation regarding the issue. The cost of such expert shall be shared equally by the Parties. Hospital shall give such recommendation great weight but, as the billing entity, shall have ultimate discretion in resolving such issue.

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4. **Travel.** County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the County Travel Policy". A copy of the travel policy is available at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures under Monterey Conty Travel and Business Expense Reimbursement Policy. To receive reimbursement the CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when using the County Reimbursement Claim Form. CONTRACTOR shall not exceed $300 per day for travel expenses while on assignment.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

Initial MCM

This Business Associate Agreement ("Agreement"), effective ~~July~~ August 1, 2025 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Mitchell D. Cahn, M.D. ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

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2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

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(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R.
§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

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4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

If to Business Associate, to:

Mitchell D. Cahn, M.D.
10009 43rd PL NE
Seattle, WA 98125
Phone: 772.260.3381
Fax:_____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

MITCHELL D. CAHN, M.D.

By: Signed by: B220B067F19C400...

Print Name: Mitchell Cahn, MD

Print Title: Vascular surgery Locums

Date: 6/1/2025 | 6:00 AM PDT

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By: _____

Print Name: _____

Print Title: _____

Date: _____

Introduced: 6/13/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Program Letter of Agreement with Katherine Healthcare LLC for Resident rotations at no cost with an agreement term retroactively from February 15, 2025 through February 14, 2030.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard insurance provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Program Letter of Agreement with Katherine Healthcare LLC for Resident rotations at no cost with an agreement term retroactively from February 15, 2025 through February 14, 2030.

b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard insurance provisions within the agreement.

SUMMARY/DISCUSSION:

This agreement is to establish an educational partnership between the Natividad Family Medicine Residency and Katherine Healthcare, a long-term care facility located in Salinas.
The Accreditation Council for Graduate Medical Education (ACGME) requirements for Family Medicine Residency specify the following requirements pertaining to training in long-term care facilities (e.g. skilled nursing facilities or nursing homes):

- Residents must demonstrate competency to diagnose, manage, and integrate the care of patients of all ages in various inpatient settings, including hospitals, **long-term care facilities**, and rehabilitation facilities.
- Residents must be primarily responsible for a panel continuity patients, integrating each patient's care across all settings, including the home, **long-term care facilities**, the FMP site, specialty care facilities, and inpatient care facilities.
- **Long-term care experiences** should occur over a minimum of 24 months.
- Programs should have family medicine physician faculty members providing care outside of an

FMP, including in inpatient pediatric, pregnancy-related care, **skilled nursing**, and home-based care facilities and settings.

The residency does not currently have a relationship with a long-term care facility to provide these training experiences. The leadership and staff of Katherine Healthcare are enthusiastic about incorporating the Family Medicine residents and faculty into their care team, as several of them have worked with our residents and faculty at other facilities.

The residents will provide primary care for a panel of patients at Katherine Healthcare, conducting monthly and as needed visits under the supervision of faculty physicians. Residents can spend additional time getting to know patients, and provide continuity of care over several years, which his beneficial to the patients. Our service will also be able to provide enhanced inpatient care to patients from our panel of Katherine Healthcare patients when they are hospitalized at Natividad Medical Center, as they will be admitted to our Family Medicine Inpatient Service and cared for by residents and faculty who are familiar with their medical history.

Benefits to Natividad Medical Center include excellent training for residents, compliance with residency accreditation requirements, and revenues from supervising physicians overseeing the resident visits (billing is submitted through Natividad Medical Center).

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025

FINANCING:

There is no cost associated with this agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This educational collaboration improves Natividad's ability to train family physicians prepared to provide comprehensive care to the people of Monterey County, both during their 3 years of residency training, during which they care for patients at Natividad and the Monterey County Clinic Services Bureau, as well as after graduation from residency, as many of our graduates will go on to practice primary care in Monterey County.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Dr. Melissa Nothnagle, Director of Family Medicine Residency, 755-4201
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Program Letter of Agreement with Katherine Healthcare LLC

Attachments on file with the Clerk of the Board

Introduced: 6/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Program Letter of Agreement with Katherine Healthcare LLC for Resident rotations at no cost with an agreement term retroactively from February 15, 2025 through February 14, 2030.

b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard insurance provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Program Letter of Agreement with Katherine Healthcare LLC for Resident rotations at no cost with an agreement term retroactively from February 15, 2025 through February 14, 2030.

b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard insurance provisions within the agreement.

SUMMARY/DISCUSSION:

This agreement is to establish an educational partnership between the Natividad Family Medicine Residency and Katherine Healthcare, a long-term care facility located in Salinas.
The Accreditation Council for Graduate Medical Education (ACGME) requirements for Family Medicine Residency specify the following requirements pertaining to training in long-term care facilities (e.g. skilled nursing facilities or nursing homes):

- Residents must demonstrate competency to diagnose, manage, and integrate the care of patients of all ages in various inpatient settings, including hospitals, **long-term care facilities**, and rehabilitation facilities.
- Residents must be primarily responsible for a panel continuity patients, integrating each patient's care across all settings, including the home, **long-term care facilities**, the FMP site, specialty care facilities, and inpatient care facilities.
- **Long-term care experiences** should occur over a minimum of 24 months.
- Programs should have family medicine physician faculty members providing care outside of an

FMP, including in inpatient pediatric, pregnancy-related care, **skilled nursing**, and home-based care facilities and settings.

The residency does not currently have a relationship with a long-term care facility to provide these training experiences. The leadership and staff of Katherine Healthcare are enthusiastic about incorporating the Family Medicine residents and faculty into their care team, as several of them have worked with our residents and faculty at other facilities.

The residents will provide primary care for a panel of patients at Katherine Healthcare, conducting monthly and as needed visits under the supervision of faculty physicians. Residents can spend additional time getting to know patients, and provide continuity of care over several years, which his beneficial to the patients. Our service will also be able to provide enhanced inpatient care to patients from our panel of Katherine Healthcare patients when they are hospitalized at Natividad Medical Center, as they will be admitted to our Family Medicine Inpatient Service and cared for by residents and faculty who are familiar with their medical history.

Benefits to Natividad Medical Center include excellent training for residents, compliance with residency accreditation requirements, and revenues from supervising physicians overseeing the resident visits (billing is submitted through Natividad Medical Center).

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025

FINANCING:
There is no cost associated with this agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This educational collaboration improves Natividad's ability to train family physicians prepared to provide comprehensive care to the people of Monterey County, both during their 3 years of residency training, during which they care for patients at Natividad and the Monterey County Clinic Services Bureau, as well as after graduation from residency, as many of our graduates will go on to practice primary care in Monterey County.

__ Economic Development
__ Administration
X Health and Human Services
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Prepared by: Dr. Melissa Nothnagle, Director of Family Medicine Residency, 755-4201
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Program Letter of Agreement with Katherine Healthcare LLC

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 95E2C4F8-3B39-4A47-88BE-F669D8705C42

NATIVIDAD MEDICAL CENTER
PROGRAM LETTER OF AGREEMENT (OUTBOUND RESIDENTS)

This PROGRAM LETTER OF AGREEMENT ("**Agreement**") is made and entered into as of February 15th, 2025 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("**County**") and Katherine Healthcare LLC ("**Participating Site**"). County and Participating Site may be described singularly as a "**Party**" or together as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Natividad Medical Center, an acute care hospital owned and operated by the County, offers a Family Residency Training Program that has established itself as a high-quality educational program for the training of family medicine residents in hospital-based and ambulatory care, with an emphasis on meeting the needs of underserved populations ("**Program**"). For the avoidance of doubt, any reference to "Program" herein shall be a reference to the County. The County is committed to educating family physicians to help meet the rapidly changing scope and complexity of healthcare needs.

WHEREAS, County desires to partner with other U.S. health-care institutions, health-care organizations, community providers and professional schools at which Program residents can participate in a rotation to obtain additional clinical experience ("**Rotation**"), which promotes a valid and substantial public purpose within the authorized mission of the County, and Participating Site desires to provide clinical facilities which can be used to furnish such experience to Program residents and desires to have its facilities so used.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

1. TERM.

The term of this Agreement shall commence on February 15th, 2025 and terminate on February 14th, 2030 unless earlier terminated as provided in Section 4 below. The duration of each Rotation shall be Five (5) years, or as otherwise mutually agreed to by the Parties.

2. COUNTY RESPONSIBILITIES.

a. **Appropriate Paperwork.** Prior to the Rotation by a Program resident (a "**Resident**") pursuant to this Agreement, Program will require the Resident to complete the required Participating Site paperwork and will work with Participating Site to ensure paperwork is complete.

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b. **Rotation Schedule.** Program shall provide in writing, sufficiently in advance to allow for convenient planning of schedules, the dates of the Rotation for each Resident, the name of each Resident, and other information as necessary to facilitate each Resident's participation in the Rotation, as mutually agreed to by the Parties.

c. **Program Director.** The Program Director shall be Melissa Nothnagle, MD, MSc, or such other person as Program shall designate, in writing, as the liaison who shall be primarily responsible for planning and exchange of information under this Agreement, on behalf of Program ("**Program Director**").

d. **Qualifications.** Program shall select Program residents to participate in the Rotation who are appropriately credentialed, licensed, or otherwise authorized to participate in the Rotation.

e. **Activities.** Program will require each Resident to perform all activities under a designated Participating Site supervisor. During the Rotation, residents will be required to comply with the Residents' Policy Manual Handbook, the bylaws, rules and regulations of the County's medical staff, including the duties indicated in the Resident I/II/III job description outlined by Allied Health Rules and Regulations, and any other County rules, regulations, policies or procedures applicable to Residents. If Residents are engaging in clinical activities, Program acknowledges and understands that Residents will only be permitted to practice medicine under the supervision of a Participating Site physician licensed to practice medicine in Participating Site's state or other licensed professionals, as appropriate, and within the limits of Program's training program. The Goals and Objectives associated with the Rotation are attached hereto and incorporated herein as Exhibit A.

f. **Identification.** Program will require Residents to provide appropriate identification to Participating Site prior to the beginning of each rotation. Program will instruct Residents that while on Participating Site's premises, Residents will follow applicable Participating Site photo identification badge policies.

g. **Dress.** Program will require Residents to dress in a business/professional manner, as appropriate to the Participating Site setting and in accordance with Participating Site policies.

h. **Health Insurance and Salary.** Program is responsible for providing Resident's health insurance and salary.

i. **Discipline.** Program shall be responsible for the discipline of Residents in accordance with Program's policies and procedures.

3. PARTICIPATING SITE RESPONSIBILITIES.

a. **Site Director/Faculty Supervisors.** Maria Victoria Pato shall be the faculty member who will serve as site coordinator ("**Site Director**"). ***[OPTIONAL: In addition, the following persons shall serve as faculty supervisors at***

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Participating Site: Katherine Healthcare LLC

The Site Director shall act as liaison with Program and shall communicate with Program as necessary on all matters related to Residents, and will assume day to day administrative, educational, and supervisory responsibility for the Residents during the Rotation, in cooperation with the Program Director. The Site Director will work with Program to establish mutually agreed upon requirements of the Rotation prior to each Resident's Rotation, will make sure the Resident meets these requirements and will ensure the Resident has reviewed the goals for the rotation if applicable. Program will provide an appropriate experience for each Resident based on the communicated level of the Resident's education, ability, and training. Supervision and teaching of Residents will be in accordance with ACGME requirements and all applicable policies and regulations, including any Program policies as provided to Participating Site. Participating Site, and not Program, is solely responsible for any remuneration provided to Participating Site preceptors.

b. **Accreditation Requirements.** Where appropriate, Participating Site will be in compliance with Accreditation Council for Graduate Medical Education ("**ACGME**") requirements.

c. **Staff and Facilities.** Participating Site will maintain adequate staff and facilities at its site to meet the educational goals and objectives of the Rotation, and provide education, supervision and evaluation in a manner consistent with the standards and requirements established by Program and ACGME, and shall maintain all appropriate licenses and accreditations for applicable Participating Site facilities.

d. **Duty Schedules.** Participating Site shall implement duty schedules for Program residents in accordance with Program's educational goals and objectives and applicable requirements of the Rotation and ACGME as follows:

i. Participating Site shall promote the Rotation's educational goals by ensuring that Residents' learning objectives are not compromised by excessive reliance on Residents to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Participating Site must ensure that Residents are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

ii. Participating Site shall ensure that Residents' duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Residents, and the applicable requirements of Program and ACGME.

e. **Evaluation of Residents.** Within two (2) weeks of the completion of the Rotation for each Resident, Participating Site shall provide to Program all required

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evaluation materials to allow for Program to properly evaluate the Resident's performance during the Rotation and determine if the Rotation has fulfilled the requirements for the Resident to receive credit towards program completion.

f. **Health Insurance.** Participating Site shall not be responsible for the cost of Residents' health insurance or for any medical care costs incurred for the medical treatment of Residents. Notwithstanding the foregoing, Participating Site will provide Residents first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Residents in the event of a needlestick injury to or other exposure of Residents to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("**CDC**") or the community's standard of care. In the event of a work-related injury, Participating Site will notify Program within 24 hours of the injury and coordinate follow-up care and transportation back to Monterey County as needed.

g. **Discipline.** Participating Site agrees to cooperate with and assist Program in the investigation of facts which may serve as a basis for taking any disciplinary or academic action against any Resident, and to inform Program: (1) immediately upon investigation of a Resident; (2) within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a Resident; (3) prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Resident has been named or in which a settlement is being proposed on a Resident's behalf; or (4) prior to making a report to the National Practitioner Data Bank or the Medical Board of California in which a Resident is named.

4. TERMINATION.

a. **Termination of Rotation.** Participating Site shall have the right, for good cause and after consultation with Program, to prohibit further attendance at Participating Site of a Resident; provided, however, that Participating Site will not take any action against a Resident in an arbitrary or capricious manner.

b. **Termination of Agreement.** Notwithstanding any other provision to the contrary, either Party to this Agreement may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, cooperate to ensure that rotations then in place are terminated in a manner that is not likely to affect the current Residents.

c. **Effect of Termination.** Notwithstanding anything in this Agreement to the contrary, in the event of any termination of this Agreement effective during the initial twelve (12) months of its Term, the parties hereto shall not enter into an arrangement for the same items or services during such initial twelve (12) month period.

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5. INSURANCE.

a. **Professional Medical and Hospital Liability Insurance or Self-Insurance.**

i. County represents and warrants that it maintains comprehensive professional liability insurance or self-insurance for Residents and Program employees for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. County shall carry health care entity comprehensive liability coverage with a minimum limit of one million dollars ($1,000,000) per claim and five million dollars ($5,000,000) aggregate limit for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate, which are sub-limits and are intended to be inclusive of County's $1 million and $5 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then County shall obtain extended (tail) coverage for the remainder of the three (3) year period.

ii. Participating Site represents and warrants that it maintains comprehensive professional liability insurance for Participating Site faculty, including, but not limited to, supervising physicians. Participating Site shall maintain a minimum limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate limits. Participating Site shall carry health care entity comprehensive liability coverage minimum limits of one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) aggregate limits for Participating Site and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate, which are sub-limits and are intended to be inclusive of Participating Site's $1 million and $3 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then Participating Site shall obtain extended (tail) coverage for the remainder of the three (3) year period.

b. **General Liability Insurance or Self-Insurance.**

i. County represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for Residents and Program employees. County shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars ($1,000,000) per claim and five million dollars ($5,000,000) aggregate limits for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate when insured under the County's policy.

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ii. Participating Site represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for Participating Site. Participating Site shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars ($1,000,000) per claim and 3 million dollars ($3,000,000) aggregate limits for Participating Site and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate when insured under the Participating Site's policy.

c. **Worker's Compensation Liability Insurance.**

i. County represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

ii. Participating Site represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

d. ~~The coverage referred to in Section 5(b)(i) above shall be endorsed to include Participating Site as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and/or employees. County upon execution of this Agreement shall furnish Participating Site with Certificates of Insurance evidencing compliance with all requirements.~~

Dr. Harris

~~e. The coverage referred to in Section 5(b)(ii) above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Participating Site, its officers, agents, and/or employees. Participating Site upon execution of this Agreement shall furnish County with Certificates of Insurance evidencing compliance with all requirements.~~

Initial
MVP
Katherine Healthcare
5/15/2025 | 10:0

f. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks related to performance. It should be expressly understood that the coverages required under this Agreement shall not in any way limit the liability of Participating Site or County.

6. INDEMNIFICATION.

a. **By County.** County shall defend, indemnify and hold Participating Site, Participating Site Physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County, County Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Participating Site, Participating Site Physicians, its officers, employees,

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agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Participating Site. County shall reimburse Participating Site for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless Participating Site under this Agreement.

b. **By Participating Site.** Participating Site shall defend, indemnify and hold County, County Physicians, its officers, employees, Residents, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Participating Site, Participating Site Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, County Physicians, its officers, employees, Residents, or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County. Participating Site shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Participating Site is obligated to indemnify, defend and hold harmless County under this Agreement.

7. MISCELLANEOUS.

a. **Fair Market Value.** Each party represents and warrants on behalf of itself, that the aggregate benefit given or received by each party under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to or from either party, and further, is not determined in any manner that takes into account the value of business generated between the parties.

b. **Notices.** All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

Program

Natividad Medical Center Family Medicine Residency Program
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Program Director

Participating Site

Katherine Healthcare LLC
315 Alameda Ave
Salinas, CA 93901

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c. **Patient Records.** Any and all of Participating Site's medical records and charts created at Participating Site's facilities as a result of performance under this Agreement shall be and shall remain the property of Participating Site. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act ("**HIPAA**").

d. **Independent Contractor.** Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between Program and Participating Site hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither Program nor Participating Site hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other. Program and Participating Site agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and local laws and regulations.

e. **Use of Name.** Neither Party will use the name of the other or its employees, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other Party to this Agreement.

f. **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be construed to create any rights for any third Party.

g. **Assignment**. Neither Participating Site nor Program shall assign their rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other.

h. **Amendments.** No amendment, changes to or waivers or termination of this Agreement shall be effective unless made in writing and signed and delivered by authorized representatives of the Parties.

i. **Counterparts and Authority.** This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

j. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the

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Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

k. **Waiver.** Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

l. **Exhibits.** Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

m. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California with venue proper in Monterey County, California, without giving effect to conflict of law principles.

n. **No Discrimination.** Program and Participating Site agree not to engage in unlawful discrimination against or harassment of any Resident pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws.

o. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

Docusign Envelope ID: 95E2C4F8-3B39-4A47-88BE-F669D8705C42

The parties hereto are in agreement on the basis set forth in this document and have executed this Agreement as set forth below.

"COUNTY"

COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center

By: _____
Charles R. Harris, CEO

Date: _____

Approved by NMC Residency Director

By: DocuSigned by: MELISSA NOTHNAGLE 34FDF7724A2C491...
Dr. Melissa Nothnagle

Date: 5/22/2025 | 4:29 PM PDT

Approved as to Legal Provisions

By: Signed by: 696D21D44C4341D...
Monterey County Deputy County Counsel

Stacy Saetta
Print Name

Date: 5/22/2025 | 3:18 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor-Controller

5/23/2025 | 11:54 AM PDT
Print Name

Date: _____

"PARTICIPATING SITE"

Katherine Healthcare LLC

By: Maria Victoria Pato
Maria Victoria Pato
Name and Title

Date: March 25, 2025

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EXHIBIT A

Goals and Objectives

This agreement covers the longitudinal care of patients at Katherine Healthcare nursing home by Natividad Family Medicine Residents under the supervision of Natividad Family Medicine faculty physicians.

Natividad Residents will provide continuity primary care for a panel of patients at Katherine Healthcare, providing monthly and as needed visits under the supervision of Family Medicine Faculty physicians. The patient panel will generally consist of long-term care patients selected by the facility's Medical Director. Natividad Resident's care of these patients will be documented in the electronic health record at Katherine Healthcare. The residency will provide contact information for the resident or faculty physician available by phone 24/7 for nurses caring for the patients. Faculty who conduct in person visits will submit charges for those visits to the patients' insurance.

Resident Learning Goals and Objectives

To achieve the knowledge, attitude, and skills necessary to provide comprehensive, patient-centered care to older adults in the Skilled Nursing Facility (SNF).

Patient Care

- Assess and meet the health care needs of the geriatric population in the nursing home.
- Practice evidence-based medication management in older adults including de-prescribing as appropriate.
- Discuss goals of care with patients and families and document advance directives
- Diagnose dementia, mild cognitive impairment, delirium, and depression

Medical Knowledge

- Distinguish between reversible and irreversible dementia
- List and distinguish among the major types of irreversible dementia
- Discuss evidence based perioperative care of the geriatric patient
- Identify physical signs of Parkinson's disease and distinguish it from other movement disorders
- Know the basic principles of geriatric pharmacology to prevent polypharmacy
- Define the various types of advance directives
- Identify and articulate a point of view regarding ethical issues for older adults
- Demonstrate ability to apply palliative care measures to a dying patient including the appropriate referral to/and management by hospice care teams.

Interpersonal and Communication Skills

- Demonstrate effective communication skills with patients and family members,

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keeping families informed of updates in the patient's condition
- Communicate effectively with nursing home staff to optimize care of shared patients

Professionalism
- Demonstrate integrity, initiative, dependability, positive and altruistic attitudes

Systems-Based Practice
- Participate as an effective member of an interdisciplinary team with nursing home staff (e.g. physicians, nurses, PT/OT/Speech, dieticians)

Introduced: 6/16/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-16532) with Triage LLC (formerly RTG MSP Medical, LLC dba RTG Medical) for staff procurement management services, extending the Agreement an additional one (1) year period (August 1, 2025 through July 31, 2026) for a revised full Agreement term of August 1, 2023 through July 31, 2026, and adding $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-16532) with Triage LLC (formerly RTG MSP Medical, LLC dba RTG Medical) for staff procurement management services, extending the Agreement an additional one (1) year period (August 1, 2025 through July 31, 2026) for a revised full Agreement term of August 1, 2023 through July 31, 2026, and adding $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

SUMMARY/DISCUSSION:

Triage LLC provides essential support by supplying expert agency nurses and clinical technicians through a strong network of over thirty specialized agencies. With their assistance, NMC will effectively staff critical areas such as the Emergency Department, Intensive Care, Intermediate Care, Labor and Delivery, Surgery, Neonatal Intensive Care, Mother-Baby, Psychiatric Care, and Rehabilitation. The registry will also support needs in Physical, Speech, and Occupational Therapy, as well as Radiology, Ultrasound, Interventional Radiology, the Clinical Lab, Dietetics, and Pharmacy.

The demand for additional clinical staff has surged in recent years due to a decreasing pool of qualified applicants. NMC experiences resignations, increasing the urgency to attract skilled nurses and other healthcare professionals committed to providing exceptional care for our community. NMC is requesting to continue to partner with Triage LLC to meet the hospital's staffing needs and maintain the highest standards of care.

NMC is requesting that this amendment be retroactive to August 24, 2024, to align with the date that

RTG MSP Medical, LLC dba RTG Medical was acquired by Triage LLC; in addition to a need to increase registry rates to attract registry for critical positions within the facility, particularly nurses for the Labor & Delivery Department, which continues to be a challenging position to fill. The new rate ranges on the amended rate sheet will allow additional flexibility to NMC as needed and provide the hospital the ability to fluctuate rates due to supply and demand. In particular there was an urgent need to increase rates for Labor and Delivery due vacancies, leave of absences and union complaints from staff to meet core staffing.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this Amendment No. 2 is $5,000,000 of which $5,000,000 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-8650.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement greatly improves the responsiveness to critical staffing needs at NMC. This Amendment No. 2 ensures that requests for qualified nurses and other clinical staff at NMC are met in a timely manner. This enables NMC to provide high quality patient care thereby improving the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Chief People Operations Officer, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Triage LLC Amendment No. 2
RTG Medical MSP, LLC. dba RTG Medical Amendment No. 1
RTG Medical MSP, LLC. dba RTG Medical Business Association Agreement (BAA)
RTG Medical MSP, LLC. dba RTG Medical Agreement

Attachments on file with the Clerk of the Board

Introduced: 6/16/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-16532) with Triage LLC (formerly RTG MSP Medical, LLC dba RTG Medical) for staff procurement management services, extending the Agreement an additional one (1) year period (August 1, 2025 through July 31, 2026) for a revised full Agreement term of August 1, 2023 through July 31, 2026, and adding $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the Agreement (A-16532) with Triage LLC (formerly RTG MSP Medical, LLC dba RTG Medical) for staff procurement management services, extending the Agreement an additional one (1) year period (August 1, 2025 through July 31, 2026) for a revised full Agreement term of August 1, 2023 through July 31, 2026, and adding $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

SUMMARY/DISCUSSION:

Triage LLC provides essential support by supplying expert agency nurses and clinical technicians through a strong network of over thirty specialized agencies. With their assistance, NMC will effectively staff critical areas such as the Emergency Department, Intensive Care, Intermediate Care, Labor and Delivery, Surgery, Neonatal Intensive Care, Mother-Baby, Psychiatric Care, and Rehabilitation. The registry will also support needs in Physical, Speech, and Occupational Therapy, as well as Radiology, Ultrasound, Interventional Radiology, the Clinical Lab, Dietetics, and Pharmacy.

The demand for additional clinical staff has surged in recent years due to a decreasing pool of qualified applicants. NMC experiences resignations, increasing the urgency to attract skilled nurses and other healthcare professionals committed to providing exceptional care for our community. NMC is requesting to continue to partner with Triage LLC to meet the hospital's staffing needs and maintain the highest standards of care.

NMC is requesting that this amendment be retroactive to August 24, 2024, to align with the date that RTG MSP Medical, LLC dba RTG Medical was acquired by Triage LLC; in addition to a need to

increase registry rates to attract registry for critical positions within the facility, particularly nurses for the Labor & Delivery Department, which continues to be a challenging position to fill. The new rate ranges on the amended rate sheet will allow additional flexibility to NMC as needed and provide the hospital the ability to fluctuate rates due to supply and demand. In particular there was an urgent need to increase rates for Labor and Delivery due vacancies, leave of absences and union complaints from staff to meet core staffing.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this Amendment No. 2 is $5,000,000 of which $5,000,000 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-8650.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement greatly improves the responsiveness to critical staffing needs at NMC. This Amendment No. 2 ensures that requests for qualified nurses and other clinical staff at NMC are met in a timely manner. This enables NMC to provide high quality patient care thereby improving the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Chief People Operations Officer, 831-783-2701
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Triage LLC Amendment No. 2
RTG Medical MSP, LLC. dba RTG Medical Amendment No. 1
RTG Medical MSP, LLC. dba RTG Medical Business Association Agreement (BAA)
RTG Medical MSP, LLC. dba RTG Medical Agreement

Attachments on file with the Clerk of the Board

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN TRIAGE LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
STAFFING PROCUREMENT MANAGEMENT SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 1, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Triage LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for staff procurement management services with a term August 1, 2023 through July 31, 2024 and a total Agreement amount not to exceed $12,000.000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to allow for services to continue with revisions to the billing rates attached hereto as "Exhibit A-1 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1" extending the term for an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full Agreement term of August 1, 2023 through July 31, 2025, and to increase the amount by $1,200,000 for a revised total Agreement amount not to exceed $13,200,000; and

WHEREAS, RTG Medical MSP LLC dba RTG Medical assigned all of its right, title, interest in and to all of its terms, covenants, conditions, and obligations on August 24, 2024, to Triage LLC, who accepts the assignment and expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, and conditions and obligations required to be kept, performed, and fulfilled. The County of Monterey consented to the foregoing assignment and assumption on April 28, 2025; and

WHEREAS, the Parties wish to amend the agreement to allow for services to continue with revisions to the billing rates attached hereto as "Exhibit A-2 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 2" extending the Agreement term retroactive to August 24, 2024 through July 31, 2026, for a revised full Agreement term of August 1, 2023 through July 31, 2026; and an increase of $5,000,000 for a new total Agreement amount not-to-exceed $18,200,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Whenever appearing in the Agreement, the term **CONTRACTOR shall refer to Triage LLC, rather than to RTG Medical MSP LLC dba RTG Medical.**

2. Subsection 4.1 of Section 4 titled; "TERM OF AGREEMENT" shall be amended to the following:

   "The term of this Agreement is from August 1, 2023 through July 31, 2026, unless sooner terminated pursuant to the terms of the Agreement.

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3. Subsection 5.1 of Section 5 titled; "COMPENSATION AND PAYMENTS" shall be amended to the following:

"It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-2 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 2. The total Agreement amount shall not exceed $18,200,000."

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 2 shall be attached to the Agreement.

6. This Amendment No. 2 shall be effective retroactive to August 24, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

TRIAGE LLC
CONTRACTOR's Business Name
*****S**ee instructions below***

By: _____
(Signature of: Chair, President, or Vice-President)

Erik Mockelstrom VP of WFS
Name and Title

Date: 06 / 13 / 2025

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Michael K Burke CFO
Name and Title

Date: 06 / 13 / 2025

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A-2

Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 2

Specialty	Inclusive Hourly Bill Rate
Nursing	
Sterile Processing Tech	$55.00-80.00
Surgical Technologist/OB Tech	$65.00-$90.00
RN – Clinic	$90.00-$110.00
RN – Psychiatric	$90.00-$110.00
RN – Medical/Surgical (MSU), Medical/Surgical/Telemetry	$100.00-$120.00
RN – Acute Rehabilitation Unit	$100.00-$120.00
RN – Pediatrics	$100.00-$120.00
RN – ER	$100.00-$120.00
RN – Float Pool	$100.00-$120.00
RN – ICU	$105.00-$125.00
RN – OR, PACU	$105.00-$125.00
RN – NICU	$100.00-$125.00
RN – L&D	$105.00-$140.00
RN – Post Partum/MIU	$105.00-$125.00
RN – Interventional Radiology	$110.00-$130.00
RN – Cath Lab	$110.00-$130.00
RN – Case Management/Utilization Review	$95.00-$115.00
Supervising Nurse (amount added to all-inclusive rate listed)	$10.00-$20.00
Unit/Department Nurse Manager (amount added to all-inclusive rate)	$25.00-$35.00
Allied Health	
X-Ray Technologist	$100.00-$130.00
CT Technologist	$110.00-$130.00
MRI Technologist	$110.00-$130.00
Mammography Technologist	$100.00-$120.00
Polysomnographer	$70.00-$90.00
Sonographer/Ultrasound Technologist	$110.00-$130.00
Cardiac Sonographer/Echo Technologist	$110.00-$130.00
Dietitian	$80.00-$100.00
Nuclear Medicine Technologist	$105.00-$125.00
Supervising Dietitian	$90.00-$110.00
Clinical Laboratory Scientist	$90.00-$110.00
Physical Therapist	$90.00-$110.00
Occupational Therapist	$90.00-$110.00
Speech Therapist/Speech & Language Pathologist	$90.00-$110.00
Pharmacist	$110.00-$130.00

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Pharmacy Technician	$65.00-$85.00
Interventional Radiologic Technologist	$110.00-$130.00
Respiratory Care Practitioner	$90.00-$110.00
EEG Technician	$75.00-$100.00
Telemetry Technician	$60.00-$80.00
Endoscopy Technician	$70.00-$90.00
Orthopedic Technician	$70.00-$90.00
Supervisor (amount added to all-inclusive rate listed)	$10.00-$20.00
Other	
Psychiatric Social Worker	$90.00-$110.00
Medical Social Worker	$90.00-$110.00
Advanced Practitioner	
Certified Nurse Midwife	$140.00-$150.00

Billing Terms

Client Work Week: Saturday-Friday.

MSP Administrative Fee: 5% of the all-inclusive bill rate. The bill rate shown above is the Client rate and does not incorporate MSP's 5% administrative fee.

Client Payment Terms: Net 30 from the time County of Monterey Auditor-Controller receives the approved invoice from Client for payment.

Inclusive Rate: Inclusive rates include CP hourly pay rate, cost for housing, per diem and any travel expenses.

Guarantee: 36 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts. Guaranteed hours are not applicable for the first week of the Assignment.

Shift Call Off Policy: Client reserves the right to call off or cancel a CP up to the equivalent of one (1) shift every two (2) weeks with no penalty or need to pay for that shift.

Orientation: Client billed for all hours during orientation, including classroom and hours worked.

Overtime Rate: Any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of ten ($10.00) dollars per hour in addition to the standard bill rate for the CP. In the event CP is confirmed for an Assignment with 48-hour guarantee per week, overtime will not be billed until after 48 hours have been worked.

Double Time Rate: Any work in excess of twelve (12) hours in one day shall be compensated at two (2) times the standard bill rate agreed upon for the CP.

Meal Break: CP shall not work for a period of more than five (5) hours without being provided with a meal period of not less than thirty (30) minutes, except when a work period of not more than six (6) hours will complete the days' work, and the meal period is waived by mutual consent. CP is not permitted to waive the first meal break without Client's written permission. Client shall not allow any CP to work for a period of more than ten (10) hours per day without providing the CP with a second meal period of no less than thirty

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(30) minutes, except that of the total hours worked by such CP is no more than twelve (12) hours, then the second meal period may be waived by mutual consent (but only if the first meal period was not waived). Client shall require that all CP(s) assigned to Client will sign a waiver of second shift meal prior to placement at Client.

On Call Rate: Client billed $8.00 per hour when CP is placed on call. On Call must be pre-approved by the Client's department manager.

Call Back Rate: Client billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in Triage Plus for all hours worked on Call Back. A minimum of two (2) hours will be billed each time Call Back is worked. Call Back hours shall be deducted from On Call hours and will apply towards guaranteed hours.

Holiday Rate: Client billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in Triage Plus. Holiday rates apply from midnight to midnight on the following six (6) Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Incentive/Crisis Rates. Client may designate certain specialties at the time of request as urgent, immediate, special or unique, for which the Incentive Rate or the Crisis Rate may be utilized for a period no more than four (4) weeks duration. Client will notify Triage in writing of the details of the bill rate change, including but not limited to the following: the rate which applies, exact specialties affected and the number of new assignment confirmations to which it will apply. Incentive/Crisis Rates shall be paid as an amount between $10-$30 to be added to all-inclusive rates listed for any specialty listed in Exhibit A-2.

Rebate: Triage Plus agrees to pay Client a rebate equivalent to one percent (1.0%) of Client's spend through the Triage Plus MSP program. The rebate will be paid to Client on a quarterly basis and Triage will exclude any amounts that have not been paid by Client to Triage at the time the rebate is calculated.

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Title	Triage LLC_Amendment No. 2
File name	Triage_LLC_Amendment_No._2.pdf
Document ID	2f59a5b7f3312e84f09f6779defb19f57dd5ac9c
Audit trail date format	MM / DD / YYYY
Status	Signed

Document history

SENT	**06 / 13 / 2025** 17:50:34 UTC	Sent for signature to Mike Burke (mburke@triagestaff.com) and Erik Mockelstrom (erik@triagestaff.com) from triagecontracts@triagestaff.com IP: 170.85.10.181
VIEWED	**06 / 13 / 2025** 17:53:05 UTC	Viewed by Mike Burke (mburke@triagestaff.com) IP: 136.226.108.184
SIGNED	**06 / 13 / 2025** 17:53:31 UTC	Signed by Mike Burke (mburke@triagestaff.com) IP: 136.226.108.184
VIEWED	**06 / 13 / 2025** 18:59:24 UTC	Viewed by Erik Mockelstrom (erik@triagestaff.com) IP: 98.168.202.56
SIGNED	**06 / 13 / 2025** 18:59:48 UTC	Signed by Erik Mockelstrom (erik@triagestaff.com) IP: 98.168.202.56
COMPLETED	**06 / 13 / 2025** 18:59:48 UTC	The document has been completed.

Docusign Envelope ID: 8C6297CC-AF1A-42C6-9232-0475F8747DC3

DocuSign Envelope ID: 69164AAC-5FB2-4930-98A9-8EC6779095E2

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16532

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with RTG MSP LLC, (dba RTG Medical) for staff procurement management services at Natividad for an amount not to exceed $12,000,000 with an agreement term of August 1, 2023 through July 31, 2024.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than 10% ($1,200,000) of the original cost of the agreement. c. Approve the Natividad Medical Center's Chief Executive Officer's recommendation to accept non-standard risk provisions within the agreement.

PASSED AND ADOPTED on this 22th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 22, 2023.

Dated: August 24, 2023
File ID: A 23-372
Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 8C6297CC-AF1A-42C6-9232-0475F8747DC3

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN RTG MEDICAL MSP LLC DBA RTG MEDICAL AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
STAFFING PROCUREMENT MANAGEMENT SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 1, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RTG Medical MSP LLC dba RTG Medical ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for staff procurement management services with a term August 1, 2023 through July 31, 2024 and a total Agreement amount not to exceed $12,000.000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with revisions to the billing rates attached hereto as "Exhibit A-1 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1" extending the term for an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full Agreement term of August 1, 2023 through July 31, 2025, and to increase the amount by $1,200,000 for a revised total Agreement amount not to exceed $13,200,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original incorporated herein by this reference, except as specifically set forth below.

1. Subsection 4.1 of Section 4 titled; "TERM OF AGREEMENT" shall be amended to the following:

   "The term of this Agreement is from August 1, 2023 through July 31, 2025, unless sooner terminated pursuant to the terms of the Agreement.

2. Subsection 5.1 of Section 5 titled; "COMPENSATION AND PAYMENTS" shall be amended to the following:

   "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-1. The total Agreement amount shall not exceed $13,200,000."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective on August 1, 2024.

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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 7/19/2024 | 3:00 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 7/19/2024 | 1:58 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 7/19/2024 | 2:13 PM PDT

CONTRACTOR

RTG Medical MSP, LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

CEO/Charlie Janssen
Name and Title

Date: 7-15-24

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jeremy Guenther, COO
Name and Title

Date: 7-15-24

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A-1

Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1

Bill rates may be amended from time to time to achieve a fair and competitive market rate.

Specialty	Inclusive Hourly Bill Rate
Nursing	
Certified Nursing Assistant	$50.00
LPN: all specialties	$70.00
Sterile Processing Tech	$57.00
Surgical Technologist/OB Tech	$80.00
CVOR Technologist	$90.00
RN – Psychiatric	$95.00
RN – Medical/Surgical, Acute Rehab	$100.00
RN – Pediatrics	$100.00
RN – ER	$100.00
RN – ICU	$105.00
RN – OR, PACU	$105.00
RN – L&D	$105.00
RN – Post Partum	$105.00
RN – NICU	$100.00
RN – CVOR	$105.00
RN – Dialysis	$100.00
RN – Interventional Radiology	$110.00
RN – Cath Lab	$110.00
RN – Case Management/Utilization Review	$95.00
Charge Nurse (amount added to all-inclusive rate)	$5.00
Supervising Nurse (amount added to all-inclusive rate)	$10.00
Unit/Department Nurse Manager (amount added to all-inclusive rate)	$25.00
Allied Health	
X-Ray Technologist	$100.00
CT Technologist	$110.00
MRI Technologist	$110.00
Mammographer	$100.00
Ultrasound Technologist	$100.00
Vascular Technologist	$100.00
Echo Technologist	$110.00
Cath Lab Technologist	$110.00
Special Procedures Technologist	$110.00
Interventional Radiologic Technologist	$110.00
Respiratory Therapist	$90.00
EEG Technologist	$75.00
Polysomnographer	$70.00
Dietitian	$80.00
Nuclear Medicine Technologist	$105.00

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Radiation Therapist	$95.00
Physicist	$200.00
Dosimetrist	$125.00
Perfusionist	$200.00
Phlebotomist	$55.00
Medical Technologist/Clinical Laboratory Scientist	$90.00
Medical Laboratory Technician	$85.00
Histotechnologist	$90.00
Cytotechnologist	$90.00
Physical Therapist	$90.00
Physical Therapy Assistant	$65.00
Occupational Therapist	$90.00
Certified Occupational Therapy Assistant	$60.00
Speech Therapist	$90.00
Pharmacist	$110.00
Pharmacy Technician	$65.00
EKG Technologist	$60.00
Anesthesia Technician	$60.00
Other	
Social Worker	$90.00
Mid-Level Providers	
Midwife	$150.00

Billing Terms

Inclusive Rate: Inclusive rates include CP hourly pay rate, cost for housing, per diem and any travel expenses.

Guarantee: 36 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts. Guaranteed hours are not applicable for the first week of the Assignment.

Orientation: Client billed for all hours during orientation, including classroom and hours worked.

Overtime Rate: Any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of ten ($10.00) dollars per hour in addition to the standard bill rate for the CP.

Double Time Rate: Any work in excess of twelve (12) hours in one day shall be compensated at two (2) times the standard bill rate agreed upon for the CP.

On Call Rate: Client billed $8.00 per hour when CP is placed on call. On Call must be pre-approved by the Client's department manager.

Call Back Rate: Client billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange* for all hours worked on Call Back. A minimum of two (2) hours will be billed each time Call Back is worked. Call Back hours shall be deducted from On Call hours and will apply towards guaranteed hours.

Holiday Rate: Client billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange*. Holiday rates apply from midnight to midnight on the following six (6) Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Rebate: RTG agrees to pay Client a rebate equivalent to one percent (1.0%) of Client's spend through the MSP program. The rebate will be paid to Client on a quarterly basis and RTG will exclude any amounts that have not

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been paid by Client to RTG at the time the rebate is calculated.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 21, 2023 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and RTG Medical MSP LLC (dba RTG Medical) ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

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(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

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4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

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Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

RTG Medical MSP LLC (dba RTG Medical)
Attn: Mandy Hileman, VP of Managed Services
4611 East 22nd Street, Fremont NE 68025

Phone: 531-249-0350
Fax: 877-550-6600

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

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5.12 **Audit or Investigations**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Mandy Hileman	By: DocuSigned by: Charles Harris 4E1F837D204E481...
Print Name Mandy Hileman	Print Name: Charles Harris
Print Title VP of Managed Services	Print Title: CEO
Date: 7/21/23	Date: 8/24/2023 | 11:24 AM PDT

Approved by the County of Monterey Board of Supervisors on 11/01/16 and revised on 12/09/16

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16532
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with RTG MSP LLC, (dba RTG Medical) for staff procurement management services at Natividad for an amount not to exceed $12,000,000 with an agreement term of August 1, 2023 through July 31, 2024.
b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than 10% ($1,200,000) of the original cost of the agreement. c. Approve the Natividad Medical Center's Chief Executive Officer's recommendation to accept non-standard risk provisions within the agreement.

PASSED AND ADOPTED on this 22th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 22, 2023.

Dated: August 24, 2023
File ID: A 23-372
Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND RTG Medical, Inc.

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as "NMC", a political subdivision of the State of California, and RTG Medical MSP LLC, (dba RTG Medical), hereinafter referred to as "CONTRACTOR."

1.0 RECITALS

A. The County of Monterey Board of Supervisors may contract for administrative services for the County of Monterey when it is necessary and appropriate that special services be performed for the County of Monterey and its officers and employees.

B. NMC desires to retain CONTRACTOR to provide healthcare vendor management services to NMC.

C. CONTRACTOR is specially trained, experienced, expert, and competent to perform the services required.

2.0 PERFORMANCE OF THE AGREEMENT

2.1 NMC hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein and in AGREEMENT. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- Exhibit-A
- Business Associate Agreement (BAA)
- Attachment B-County's Compliance Requirements

2.2 All of the above-referenced contract documents are intended to be complementary. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, including all attachments and exhibits, Addendum/Addenda issued, CONTRACTOR'S Proposal, Certificate of Insurance, and Additional Insured Endorsements.

2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.

2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. CONTRACTOR guarantees that all work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. CONTRACTOR will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.

2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use NMC's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.7 CONTRACTOR may perform any of its obligations under this Agreement by engaging the services of one or more entities involved in the business of nurse and ancillary provider staffing and recruiting (hereafter referred to as "AP(s)"). If CONTRACTOR carries out any of its duties under this Agreement through the use of AP(s), the agreement between CONTRACTOR and the AP(s) shall contain clauses placing duties on the AP(s) to follow the provisions of this AGREEMENT which relate to AP(s), and CONTRACTOR shall ensure that all qualification requirements outlined for the staffing professionals (herein called "Professionals") are met. Payment of the Professionals will be the responsibility of the AP(s).

2.8 Professionals may be scheduled for either long term assignments, short term assignments or per diem assignment. As used herein, long term assignments will be any job assignment which is four weeks or greater in length; short term assignments will be any job assignment which is less than four weeks in length; and per diem assignments will be any job assignment with no regularly scheduled hours or guaranteed hours, but would be provided on an as-needed basis.

2.9 For long term assignments, NMC agrees to the minimum hour guarantee of 36 hours per week for twelve hours shifts, or 40 hours per week for 8 hours shifts respectively. Should Professional be called off, the Professional can be rescheduled for another shift within the same workweek to meet the 36 or 40 hour minimum. The additional shift can be in any unit where the Professional is competent to work. For purposes of this Agreement, the workweek shall be defined as Saturday through Friday.

2.10 For all long term assignments for which either written or verbal acceptance of Professional has been given by NMC, NMC agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless NMC provides CONTRACTOR with written and verbal notice of cancellation of an Assignment at least ten (10) days in advance. Upon receipt of such notification, CONTRACTOR shall either agree to any proposed reduction in service, or shall elect to terminate the service at the end of the ten (10) day notice period. In the event that NMC provides less than ten (10) days' notice of cancellation, NMC shall be responsible for payment of the total Fee during for the period covered by the assignment up to a maximum of 10 (ten) calendar days ("Penalty"). In the event that a long term assignment is scheduled less than ten (10) days in advance and NMC cancels, NMC shall be responsible for payment of the total Fee due for the period covered by the assignment up to a maximum of ten (10) calendar days ("Penalty").

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2.11 For short term assignments, if Professional is called off by NMC after reporting to work, NMC will be invoiced for the greater of actual hours worked by the Professional or two (2) hours. This applies only to such Professionals who have not worked hours that equate to 36 or greater hours per week for a period of four weeks or greater. For short term assignments, NMC agrees to provide a minimum of ninety (90) minutes notice to CONTRACTOR for those Professionals whose shift has been cancelled or called off, and when such notice is provided no payment will be due for that shift. Notice to cancel/call off Professional under the ninety (90) minute minimum will result in billing of the minimum amount of two (2) hours.

2.12 Notwithstanding the foregoing, NMC may require that CONTRACTOR or its AP(s) remove a specific Professional for "cause" which will be documented in a written notice provided to CONTRACTOR within three (3) business days after removal. "Cause" will be defined as any material violation of NMC's policies, insubordination, unsatisfactory attendance or performance, misconduct, or violation of drug abuse policies. NMC shall provide Professional with NMC policies during orientation. In the event of a removal of a Professional for "cause", NMC shall not be liable for any Penalty or costs associated with cancellation and NMC shall only be obligated to pay for amounts accruing prior to the termination of the assignment.

2.13 NMC shall reimburse CONTRACTOR and/or the various AP(s) for overtime CONTRACTOR and/or such AP(s) are required to pay their respective Professionals in compliance with California Labor Code Section 510. Specifically, under California Labor Code Section 510, any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek, and the first eight (8) hours worked on the seventh (7^{th}) day of work in any one workweek, shall be compensated at the rate of no less than one and one-half times the regular rate of pay for the Professional. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for the Professional. In addition, any work in excess of eight (8) hours on any seventh (7^{th}) day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of the Professional. Further, pursuant to California Labor Code Section 512, NMC shall not allow any Professional to work for a period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes, except when a work period of not more than six (6) hours will complete the days work, and the meal period is waived by mutual consent. NMC shall not allow any Professional to work for a period of more than ten (10) hours per day without providing the Professional with a second meal period of not less than thirty (30) minutes, except that of the total hours worked by such Professional is no more than twelve (12) hours, then the second meal period may be waived by mutual consent (but only if the first meal period was not waived). In the event a Professional is not provided such meal periods in compliance with California Labor Code Section 512, then NMC shall reimburse CONTRACTOR or the applicable AP with one (1) hour of pay at such Professional's regular rate of compensation for each workday that a meal period is not provided.
NMC shall require that all staff assigned to NMC will sign a waiver of second shift meal prior to placement at NMC.

2.14 To enable NMC to receive the services described in this AGREEMENT, CONTRACTOR grants NMC a non-exclusive, non-transferable (except as expressly permitted herein) license to use and operate the System (as defined below) for its business purposes. The System is a web-based system that may be accessed by authorized employees of NMC, and may be operated only as provided in this AGREEMENT or other applicable statement of work. NMC shall not challenge the validity of,

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or attempt to create any derivative works from any service. NMC's authorized contractors, agents, and affiliates shall have access to the System.

3.0 SCOPE OF SERVICES

3.1 The vendor management system ("System") shall provide functionality to NMC with respect to NMC's nurse registry and ancillary registry requests by allowing NMC and its affiliates to fill its vacancy requests promptly with qualified and credentialed candidates.

3.1.1 Through the System, NMC shall be able to see licenses, certifications, competencies, references and/or past performance evaluations on all Professionals before selecting a particular Professional.

3.1.2 The System shall contain an interview scheduling module whereby NMC may input its availability to perform interviews and a Professional accepts one of the proposed interview times offered, all directly within the System without the need of additional emails or phone calls initiated by NMC.

3.1.3 When more than one Professional is available to meet a NMC request, the System shall provide NMC with the bill rates so that NMC has the option to select based on the lowest rate if applicable.

3.2 All Professionals shall be oriented by CONTRACTOR to the individual unit/department in accordance with the standard of The Joint Commission (TJC) or other accreditation agencies, OSHA, CDC, federal/state regulatory agencies and state board of Nurse Practice Act prior to assuming patient care duties. Any applicable onsite orientation that is required shall be conducted by NMC. Any applicable onsite orientation that is required shall be conducted by NMC.

3.3 CONTRACTOR shall provide NMC with detailed reporting of all NMC staffing utilization that it may request at no additional cost to NMC for such reports.

3.4 CONTRACTOR shall adhere to the following reporting requirements for all Professionals assigned to NMC:

3.4.1 Upon assigning a Professional to provide services at NMC, the CONTRACTOR shall provide NMC Human Resources with a minimum of one (1) electronic copy of a report. The report shall be in Excel spreadsheet format and shall include the following:

3.4.1.1 Name of each assigned Professional
3.4.1.2 Last four digits of the Professional's Social Security Number
3.4.1.3 Current Job Classification
3.4.1.4 Department Unit of the current assignment
3.4.1.5 Start date of the current assignment
3.4.1.6 Actual base rate pay to assigned staff

3.5 CONTRACTOR shall track cumulative hours per Professional as follows:

3.5.1 CONTRACTOR shall be responsible for tracking cumulative hours per Professional for all assignments at NMC. CONTRACTOR shall notify NMC when an individual Professional's hours working at NMC are approaching 820 hours in a fiscal year (July 1st – June 30th).

3.5.1.1 CONTRACTOR shall notify the following:
Natividad Medical Center Human Resources
1441 Constitution Boulevard

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3.5.2 Professionals provided by CONTRACTOR shall not be assigned to work at NMC beyond 960 hours in a fiscal year (July 1st through June 30th) without the prior approval of NMC's Human Resources Administrator and NMC CEO in writing and only when deemed necessary to preserve patient care levels.

3.5.3 Without the prior written approval of NMC's Human Resources Administrator and NMC CEO, NMC shall not pay CONTRACTOR for services rendered beyond 960 hours per fiscal year. Any hours worked greater than 960 will not be paid unless prior written approval is documented.

3.5.4 NMC shall enroll any Professional of the CONTRACTOR into CalPERS who has exceeded the 960 hour maximum for a fiscal year. Upon request from NMC, CONTRACTOR shall provide pertinent Professional information in order to fulfill this requirement.

3.6 In no event shall CONTRACTOR allow any Professional to receive more than two contracts exceeding a total of twenty (20) weeks in a fiscal year, or any equivalent that would cause a Professional to work past 960 hours per Section 3.5.2 above except in such instances where NMC HR Administrator and CEO have provided written approval.

3.7 The System shall include a compliance management module to ensure TJC compliance.

3.8 NMC understands and agrees that the System is a web-based system that is used by all of CONTRACTOR's clients, and will not be specifically designed to be solely compatible with NMC's software systems. The System shall offer NMC the ability for an electronic approval of all timecards by NMC staff. At a future date, should NMC choose to have CONTRACTOR's system integrate with NMC's Kronos system, the additional services will be added via an Amendment signed by both parties.

3.9 CONTRACTOR shall provide NMC with no more than one single consolidated invoice per month.

3.10 CONTRACTOR shall make available to NMC a single designated point of contact that is available to NMC during normal business hours seven days per week including all holidays at no additional charge to NMC. This point of contact will be available to assist NMC with facilitating its staffing needs and answering questions.

3.11 The System shall have different user permissions and NMC shall be given administrative privileges to setup different NMC users with varying roles and permissions.

3.12 All historic credentialing and license documents on Professionals shall remain available and accessible in the System for a period of no less than seven (7) years in the event of State and TJC audits.

3.13 CONTRACTOR shall conduct quarterly market analysis to ensure that hourly pay rates for the Professionals it provides to NMC through the System fall within industry standards. Should the analysis show a need to revise hourly pay rates to ensure NMC can obtain necessary staffing, CONTRACTOR shall discuss the changes with NMC Human Resources Administrator prior to implementation of new pay rates.

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3.14 Upon termination of this AGREEMENT, CONTRACTOR shall return to NMC all Data related to the services provided under this AGREEMENT in an XML format or SQL database format at no additional cost, except for data that must remain in the System pursuant to Section 3.12. NMC shall have access to the Data, to include licensure and credential data, remaining in the System for seven (7) years. NMC Data means all data, content, material, Confidential Information and other information provided by NMC to CONTRACTOR or otherwise transmitted to CONTRACTOR for use in connection with the System.

3.15 CONTRACTOR shall validate all Professional licenses and certifications are valid and remain so throughout the Professional's assignment at NMC. CONTRACTOR shall track upcoming expirations and communicate with the Professional to obtain current licenses and certifications as necessary. CONTRACTOR shall not assign a Professional to NMC without verifying the Professional's licenses and certifications.

3.16 SHIFT CANCELATION OR CALL OFF:
NMC shall provide a minimum of ninety (90) minutes notice to CONTRACTOR for those Professionals whose shift has been cancelled or called off. Notice to cancel/call off Professional under the ninety (90) minute minimum will result in billing of 2 hours of the scheduled shift.

3.17 SYSTEM SUPPORT:

3.17.1 CONTRACTOR shall: (i) promptly correct any failure of the System to perform in accordance with the requirements of this Agreement, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the System so that it operates properly and in accordance with the requirements of this Agreement; (ii) provide telephone support to NMC and its users relating to use and operation of the System and error resolution twenty-four (24) hours a day, seven (7) days a week; and (iii) provide NMC with all new versions, releases, updates, enhancements of the System at no additional charge.

3.17.2. CONTRACTOR will make the System available continuously, as measured over the course of any calendar month period, an average of 99.5% of the time, excluding unavailability as a result of causes described under Exceptions, below (the "Availability Percentage"). "Available" shall mean that the System shall be fully available for access and use by NMC and its users in accordance with the terms of this Agreement. In the event the System is not available at least 99.5% for (a) three (3) months consecutively or (b) any three (3) months during a consecutive six (6) month period, then, in addition to all other remedies available to NMC, NMC shall be entitled to terminate this Agreement upon written notice to CONTRACTOR with no further liability, expense or obligation to CONTRACTOR, and receive a pro-rated portion of any pre-paid fees related to the System, if any. For purposes of calculating the Availability Percentage, the following are "Exceptions" to the service level requirement, and the System shall not be considered Un-Available, even if not actually accessible to an individual user, if any such inaccessibility is due to: (i) NMC's acts or omissions, or NMC's failure to provide any necessary programming on its end to fully integrate NMC's systems with the System; (ii) any internet issues experienced outside of CONTRACTOR'S ISP; (iii) NMC's failure to meet minimum hardware and/or software requirements defined as any personal computer capable of running a PDF viewer and Internet Explorer 7 and above, or Chrome 10 and above, or Firefox 5 and above, or Safari 5 and above; (iv) NMC's hardware, software, or

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other equipment; (v) any hardware, software, service, or other equipment used by an individual user to access the System; or (vi) regularly scheduled maintenance during the hours of 11:00 p.m. and 4:00 a.m.PST time.

3.18 CONTRACTOR shall collect from AP(s) no more than five (5) percent of the total cost of services billed to NMC.

3.19 CONTRACTOR represents and warrants that it, the APs, and any Professionals are not on the OIG Exclusion List or Cumulative Sanction Report. CONTRACTOR shall notify NMC immediately if it, any AP, or any Professional's ability to provide services hereunder paid for in any manner with federal funds is restricted, suspended or revoked.

3.20 It is not the intent of either party to this AGREEMENT that any remuneration, benefit or privilege provided for under this AGREEMENT shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this AGREEMENT. Any payments specified in this AGREEMENT are consistent with what the parties reasonably believe to be the fair market value for the services provided.

4.0 TERM OF AGREEMENT

4.1 The initial term shall commence on August 1, 2023 through and including July 31, 2024 with an option to extend the AGREEMENT by one year. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause, in the event CONTRACTOR fails to cure a breach of this Agreement after receipt of fifteen (15) days' notice to cure from NMC.

5.0 COMPENSATION AND PAYMENTS

5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as EXHIBIT A. The initial total agreement amount shall not exceed $12,000,000.

5.2 CONTRACTOR shall invoice NMC only for the cost of the services provided by Professionals assigned to NMC. There is no cost for use of the System or the Operation Consultant provided by CONTRACTOR.

5.3 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

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5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

5.5 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

5.6 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.

5.7 Tax:

5.7.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes, excluding taxes based on CONTRACTOR's income, personnel or similar taxes not directly based on NMC's use of the CONTRACTOR's services.

5.7.2 NMC is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. NMC is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

6.2 CONTRACTOR shall reference purchase order number issued by County on all invoices submitted to NMC. CONTRACTOR shall submit such invoices once per month. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 STANDARD INDEMNIFICATION

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7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. In all cases in which the County of Monterey seeks indemnification and/or defense hereunder, County of Monterey shall provide CONTRACTOR prompt written notice of such claim, reasonable cooperation and assistance to CONTRACTOR in connection with such claim, and full control and authority to investigate, defend and settle such claim; provided, that settlements shall require prior approval by County of Monterey.

7.2 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all third party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from the infringement, misappropriation or other violation of intellectual property rights. If the services become or are likely to become the subject of an infringement claim indemnified under this Section 7, then, in addition to defending the claim and paying any damages and attorneys' fees as required above, CONTRACTOR shall, at its option and in its sole discretion, either (a) immediately replace or modify the services, without loss of material functionality or performance, to make them non-infringing or (b) immediately procure for County of Monterey the right to continue using the services pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by CONTRACTOR. If CONTRACTOR fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, then County of Monterey may terminate this Agreement and CONTRACTOR shall refund to County of Monterey the prorated portion of all pre-paid fees.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

8.1.2 This verification of coverage shall be sent to the NMC's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company reasonably acceptable to NMC and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

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8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

9.0 NON-DISCRIMINATION

9.1 During the performance of this Agreement, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government Code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any of its subcontractors shall, in the performance of this Agreement, full comply with all federal, state, and local

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laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC, except that CONTRACTOR may contract with various AP(s) to provide such services as set forth in Section 2.7 of this AGREEMENT.

10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the NMC requirements stated herein this Agreement including insurance and indemnification sections. CONTRACTOR shall be and remain responsible to NMC for (a) the performance of all services, including services performed or provided by CONTRACTOR's subcontractors, and (b) the acts and omissions of CONTRACTOR's subcontractors in connection with the performance or provision of any of the services.

11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance, and shall comply with, with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the performance of the services or those engaged to perform services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the services.

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12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of the services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RECORDS AND CONFIDENTIALITY

13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other Confidential Information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. "Confidential Information" shall include non-public information or materials relating to NMC's business, business plans, intellectual property, marketing programs and efforts, financial information and other confidential information and trade secrets, as well as the NMC Data. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by the receiving party hereto without reference to Confidential Information of the disclosing party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the receiving party upon receiving such subpoena or order shall (i) promptly inform the disclosing party in writing and provide a copy thereof, (ii) cooperate with the disclosing party in limiting disclosure of the disclosing party's Confidential Information, and (iii) shall only disclose that Confidential Information necessary to comply with such subpoena or order. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any Confidential Information gained by CONTRACTOR in the performance of this AGREEMENT without NMC's prior written consent, except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT by authorized employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as CONTRACTOR's obligations hereunder. CONTRACTOR agrees to use at least the same care and precaution in protecting such Confidential Information as the CONTRACTOR uses to protect its own Confidential Information and trade secrets, and in no event less than reasonable care.

13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC or destroy, at NMC's option, any NMC Confidential Information, including NMC records, which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

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13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

13.5 Medicare Access. If and to the extent required by the rules of the Medicare program, the language of Section 1861(v)(1)(I) of the Social Security Act is deemed incorporated herein by reference.

14.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

14.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

14.2 CONTRACTOR will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all NMC Data that (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant NMC Data, and the nature and scope of the services to be provided, (b) are in accordance with NMC's reasonable security requirements, (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (d) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of NMC Data. Without limiting the generality of the foregoing, CONTRACTOR will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access CONTRACTOR systems or the information found therein without the consent of NMC. CONTRACTOR will periodically test its systems for potential areas where security could be breached. CONTRACTOR will report to NMC immediately any breaches of security or unauthorized access to CONTRACTOR systems that CONTRACTOR detects or becomes aware of. CONTRACTOR will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to NMC a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting NMC Data. The requirements of this Section shall apply regardless of whether CONTRACTOR hosts the NMC Data itself or through a third party hosting or cloud services provider. CONTRACTOR shall create daily backup copies of all NMC Data, if any, in its possession and other work related to the services.

15.0 FORCE MAJEURE

15.1 Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons

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outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery that is not owned or managed by the hosted data center or CONTRACTOR or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

15.2 If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

16.0 TRAVEL REIMBURSEMENT

16.1 Travel Reimbursement is not allowed for this AGREEMENT.

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17.0 KEY DESIGNATED CONTACTS

17.1 Emergencies: CONTRACTOR acknowledges that NMC plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with CONTRACTOR is necessary to maintain continuity of operations. Accordingly, CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: Mandy Hileman
Title: VP of Mangged services
Phone: 402-850-7453
(*must list a personal cell phone or other number whereby successful contact is ensured*)

During an emergency, contractor shall use its best efforts to provide NMC with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of CONTRACTOR's supplies, materials, equipment and/or services will be mutually agreed upon by NMC and CONTRACTOR at the time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

17.2 Non emergencies: CONTRACTOR shall designate the following individual as NMC's key point of contact throughout the term of the Agreement. This individual shall be available to assist NMC between the hours of 8:00 AM and 5:00 PM (PST), seven days per week, 365 days per year (this includes holidays):

Name: Adam Andersen
Title: MSP Account Manager
Phone: 531-249-0354
Email: adam.andersen@rtgmedical.com

18.0 HIRING

18.1 Hiring Health Care Providers (Professionals): NMC may hire one of CONTRACTOR's Subcontractor's Professionals for a permanent position upon completion of a Professional assignment at no cost to the NMC. NMC may hire a Subcontractor's per diem Professional with no contingency fee upon completion of 320 hours within one year, if less than 320 hours have been worked by Subcontractor's per diem Professional there will be a contingency fee equal to $5,000.

18.2 NMC may hire one of CONTRACTOR's or AP's Professionals under a long term assignment for a permanent position upon completion of a Professional's assignment at no cost to NMC, provided such Professional has completed at least a minimum thirteen (13) week assignment, averaging at least thirty (30) hours per week, with NMC. If such Professional has not completed such minimum required assignment with NMC, during the term hereof, and for one (1) year thereafter, and NMC elects to hire such Professional than NMC agrees to pay CONTRACTOR a "Permanent Placement Fee" equal to 25% of such Professional's projected first year total

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compensation. Such percentage will be reduced by 1% for each 30 hour week worked by such Professional pursuant to this Agreement.

18.3 NMC may hire any Professional on a short term assignment or per diem Professional of CONTRACTOR or its AP(s) with no contingency fee upon completion of 320 hours within one year. If less than 320 hours have been worked by such Professional on a short term assignment or a per diem Professional within one year, NMC will pay CONTRACTOR a contingency fee equal to $5,000 for such Professional.

18.4 During the six month period following either the presentation of Professional to NMC or the completion of Professional's assignment at NMC's facility, whichever is later, NMC agrees not to obtain such Professional's services through any non-employee direct or indirect contractor or subcontractor relationship, other than through CONTRACTOR or its AP(s). The term of this Section shall also apply to any hires/retentions made by NMC's parent, subsidiaries or affiliates, and shall include those made with the assistance of another recruiting or staffing agency.

19.0 GUARANTEE OF MALWARE-FREE GOODS

19.1 All software provided by CONTRACTOR to NMC shall be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

20.0 INTELLECTUAL PROPERTY RIGHTS

20.1 All NMC Data provided by NMC belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of NMC. Use or distribution of NMC Data by CONTRACTOR is prohibited unless CONTACTOR obtains prior written consent from NMC.

20.2 For NMC Data hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all NMC Data to NMC upon request by NMC at any time during the term of this AGREEMENT and up to three (3) years after the term has expired, in a useable format as specified by NMC and at no additional cost to NMC.

20.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

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21.0 NOTICES

21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center

Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906
FAX No.: (831) 757-2592
Tel. No.: (831) 755-4111

TO CONTRACTOR:
RTG Medical MSP LLC
(dba RTG Medical).
Attn: Mandy Hileman, VP of Managed Services

FAX No.: 877-550-6600
Tel. No.: 531-249-0350
Email: mandy.hileman@rtgmedical.com

22.0 LEGAL DISPUTES

22.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

23.0 MISCELLANEOUS

23.1 Representations and Warranties. CONTRACTOR represents and warrants: (i) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (ii) its performance of this Agreement does not and will not violate or conflict

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with any agreement to which CONTRACTOR is a party; (iii) its performance under this Agreement and the System shall at all times comply with all federal, state and local laws and regulations; (iv) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; (v) during the Term of this Agreement the System shall materially conform to the requirements of this Agreement, the applicable specifications, and, to the extent not inconsistent therewith, CONTRACTOR's documentation; and (vi) CONTRACTOR shall use commercially reasonable measures including anti-virus and anti-malware software, to continually scan the System provided hereunder for viruses, spyware, and other similar harmful and destructive code.

23.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

23.4 Entire Agreement. This AGREEMENT, which includes all exhibits, schedules, addenda and attachments, contains all of the covenants and agreements between the Parties with respect to the System and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise not contained in this AGREEMENT, and no changes or modifications to this Agreement, shall be effective unless it is in writing and signed by both parties. No shrink-wrap, click-wrap, click-through, click-accept, online terms or website terms shall modify any of the terms and conditions of this AGREEMENT.

23.5 Severability/Waiver. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this AGREEMENT shall remain in full force and effect. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.

23.6 Survival. Any provision of this AGREEMENT that contemplates performance or observance subsequent to termination or expiration of this AGREEMENT will survive termination or expiration of this AGREEMENT and continue in full force and effect.

23.7 Counterparts. This AGREEMENT may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.

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COUNTY OF MONTEREY

By: DocuSigned by: Charles Harris 4E1F837D204E481...
Charles R. Harris, CEO
Natividad Medical Center

Date: 8/24/2023 | 11:24 AM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 7/21/2023 | 12:55 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 7/21/2023 | 1:50 PM PDT

CONTRACTOR

RTG Medical MSP LLC
(dba RTG Medical).
Contractor's Business Name*** (see instructions)

Mandy Hileman
Signature of Chair, President, or Vice-President

Mandy Hileman, VP Managed Services
Name and Title

Date: 7/21/23

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jeremy Guenthner, Secretary
Name and Title

Date: 7-21-2023

***Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A – Scope of Services/Payment Provisions-Rate Schedule

Bill rates may be amended from time to time to achieve a fair and competitive market rate with approval by parties.

Specialty	Inclusive Hourly Bill Rate
Nursing	
Certified Nursing Assistant	$50
LPN: all specialties	$60
Sterile Processing Tech	$57
Surgical Technologist/Obstetrical Technologist	$65
CVOR Technologist	$65
RN – Psychiatric	$100
RN – Medical/Surgical	$105
RN – Pediatrics	$105
RN – Medical/Surgical/Telemetry	$105
RN – Telemetry	$105
RN – Stepdown, Intermediate Care, PCU	$105
RN – ER	$110
RN – ICU	$110
RN – CCU/CVICU	$110
RN – OR, PACU, OPSS	$110
RN – NICU, PICU, L&D	$110
RN – Post Partum	$105
RN – CVOR	$105
RN – Dialysis	$100
RN – Interventional Radiology	$110
RN – Cath Lab	$100
RN – Case Management/Utilization Review	$100
Supervising Nurse (amount added to all-inclusive rate listed)	$10.00
Charge Nurse (amount added to all-inclusive rate listed)	$5.00
Unit/Department Nurse Manager	$25.00
Allied Health	
X-Ray Technologist	$100
CT Technologist	$110
MRI Technologist	$110
Mammographer	$110
Ultrasound Technologist	$100
Vascular Technologist	$80
Echo Technologist	$60
Cath Lab Technologist	$60
Special Procedures Technologist	$60
Respiratory Therapist	$90
EEG Technologist	$60
Polysomnography	$70
Dietitian	$100
Nuclear Medicine Technologist	$85

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Radiation Therapist	$95
Physicist	$200
Dosimetrist	$125
Perfusionist	$200
Phlebotomist	$50
Medical Technologist/Clinical Laboratory Scientist	$90
Medical Laboratory Technician	$80
Histotechnologist	$70
Cytotechnologist	$70
Physical Therapist	$75
Physical Therapy Assistant	$50
Occupational Therapist	$75
Certified Occupational Therapy Assistant	$50
Speech Therapist	$75
Pharmacist	$110
Pharmacy Technician	$50
EKG Technologist	$60
Interventional Radiologic Technologist	$90
Anesthesia Technician	$60
Psychiatric Social Worker	$100
Medical Social Worker	$100

Billing Terms

Inclusive Rate: Inclusive rates include CP hourly pay rate, cost for housing, per diem and any travel expenses.

Guarantee: 36 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts unless an alternate guarantee is mutually agreed upon. Guaranteed hours are not applicable for the first week of the Assignment.

Orientation: County billed for all hours during orientation, including classroom and hours worked.

Overtime Rate: County billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange* for all hours worked more than forty (40) hours per week.

On Call Rate: County billed $8.00 per hour when CP is placed on call. On Call must be pre-approved by the Natividad Medical Center department manager.

Call Back Rate: County billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange* for all hours worked on Call Back. A minimum of two (2) hours will be billed each time Call Back is worked. Call Back hours shall be deducted from On Call hours and will apply towards guaranteed hours.

Holiday Rate: County billed $10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange*. Holiday rates apply from midnight to midnight on the following six (6) Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

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- **Mileage:** County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other County for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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Attachment B – County's Compliance Requirements

Submittal Documents

- Resume
- Skills Checklist completed within one (1) year of submittal for specialty where CP is submitted.
- Two (2) professional references from work history occurring within the past three (3) years.
    - At least one (1) reference from a supervisor required.
- Online license verification verified within thirty (30) days of submittal.
    - Nurses acceptable

Placement Documents

- Online verification of professional license or credential completed within thirty (30) days of start.
- Certifications as specified on requisition (BLS, PALS and ACLS must be American Heart Association)
- 10-panel drug screen collected within sixty (60) days of start date; required annually
- Physical exam completed within one (1) year of start date; required annually.
- COVID Vaccination (including booster)
- MMR shown by proof of two (2) MMR vaccinations or positive IGG titers.
- Varicella shown by proof of two (2) vaccinations, positive IGG titer, or provider verified history.
- Hepatitis B shown by proof of vaccination series, positive surface antibody titer or declination.
- Influenza vaccination for Assignments occurring from 10/1-3/31
- Tdap administered within ten (10) years of start date.
- Documentation of TB skin test, TB QuantiFERON, or T-Spot completed within one (1) year of start date. Chest X-Ray should only be completed for past positive PPD cases as a result of TB exposure. TB screening form is required (along with Chest X-Ray) and is required annually.
- Background Check – completed thirty (30) days prior to start date.
    - National Criminal Check, FACIS Level III, National Sex Offender, all counties lived and worked within past 7 years, including for any alias. SSN and Address trace are required.
- OIG and SAM completed within thirty (30) days of start date, annual requirement.
- Competency Exam completed within one (1) year of start date for the specialty corresponding to the CP's Assignment; required annually. An 80% passing rate is required.
- Joint Commission – Core I, II and III completed within a year of start; required annually.
- Copy of valid Driver's License or government issued ID
- CA Meal Waiver Form

Introduced: 6/16/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with AE & Associates, LLC for medical billing coding, audits, onsite training, and remote coding support services at NMC, for an amount not to exceed $250,000 with an agreement term August 1, 2025 through July 31, 2028.
b. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than 10% ($25,000) of the original cost of the agreement, for total contract liability of ($275,000).

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with AE & Associates, LLC for medical billing coding, audits, onsite training, and remote coding support services at NMC, for an amount not to exceed $250,000 with an agreement term August 1, 2025 through July 31, 2028.
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SUMMARY/DISCUSSION:

In addition to the increase with audit reviews to ensure that all regulatory and coding assignments are accurate, NMC has a need for additional services such as Trauma Registry services, Coding Appeals and Education for coders and physicians which requires specialized state knowledge and expertise when appending service codes and documentation.

The service that AE & Associates, LLC provides to NMC ensures that the submission for reimbursement is accurate and the data submission to public entities meets the state standards and requirements. The appending of medical codes is based on the treatment, accurate documentation and services provided to the patient. Patients are able to obtain resources and apply for other services to sustain their daily living.

Lastly, the difficulty with recruitment of qualified licensed coders in the various categories of coding complication, ongoing updates, third party reviews to ensure transparency has made it challenging for NMC.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on June 13, 2025.

FINANCING:

The cost for this agreement is $250,000 of which $115,000 is included in the FY 2025-26 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-8700.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This request supports in creating a stronger workforce of our existing coders which are residence of Monterey County; with learning, adhering and remaining proficient with coding the complex cases of the Monterey Community.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Williams-Neal, Director of Health Information Management, 783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
AE & Associates, LLC Agreement

Attachments on file with the Clerk of the Board

Introduced: 6/16/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

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__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Williams-Neal, Director of Health Information Management, 783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
AE & Associates, LLC Agreement

Attachments on file with the Clerk of the Board

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective August 1, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and AE & Associates, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/about/quality-and-safety/privacy-practices . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 **Term**. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination**. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

AE & Associates, LLC
Attn: Arnold Ardevela
Phone: (951) 278-3477
Fax:

If to Covered Entity, to:
Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: _____	By: _____
Print Name _____	Print Name: Charles Harris, MD
Print Title _____	Print Title: CEO
Date:_____	Date: _____

Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN $200,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center ("COUNTY"), a general acute care teaching hospital wholly owned and operated by the County, and AE & Associates, LLC (hereinafter "CONTRACTOR", collectively COUNTY and CONTRACTOR are referred to as the "Parties").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows:
   ICD-9 and ICD-10 Billing Code Training, Audits, & Remote Coding Support Services.

2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $ 250,000.

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from August 1, 2025 through July 31, 2028 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

   3.2. COUNTY reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provision

Original Agreement
Agreement with AE & Associates, LLC
ICD-9 and ICD-10 Billing Code Training, Audits, & Remote Coding Su

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5. PERFORMANCE STANDARDS.

5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

7.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In

Original Agreement
AE & Associates LLC
ICD-9 and ICD-10 Billing Code Training, Audits, & Remote Coding

the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 COUNTY's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII,

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according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, ***If required*** for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

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10.2 COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent

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employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: AE & Associates, LLC Attn: Arnold Erdevela Address: _____ City, State, Zip: _____ FAX: 951-278-3670 Email: Arnold.a@aemedcode.com

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the CONTRACTOR.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4 Contractor: The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

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15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.

15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Original Agreement
AE & Associates, LLC
ICD-9 and ICD-10 Billing Code Training, Audits, & Remote Coding

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COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

AE & Associates, LLC
Contractor's Business Name*** (see instructions)

DocuSigned by:
ARNOLD ARDEVELA
CB760969E87044D...
Signature of Chair, President, or Vice-President

PRESIDENT
Name and Title

Date: 5/1/2025 | 11:03 AM MST

Signed by:
By: ESTER ARDEVELA
48A259CAC1244B9...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

CFO
Name and Title

Date: 5/8/2025 | 1:22 PM CDT

***Instructions:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide COUNTY with ICD-9 and ICD-10 Billing Code Training, Audits, & Remote Coding Support Services.

II. CONTRACTOR Obligations:

1. CODING SERVICES: CONTRACTOR shall provide support coding for the Health Information Management department in the form of:

1.1 Emergency Room coding

1.2 Evaluation & Management Coding

1.3 Outpatient Surgery

1.4 Observation

1.5 Inpatient Coding

1.6 Interventional Radiology/Cardiovascular Coding

1.7 Prunedale Medical Group E&M Coding

Coding Type	Productivity Standard
Emergency Department Coding *(without E&M)*	7 charts / hour
Ancillary Coding	15 charts hour
Outpatient Surgery Coding	5 charts / hour
Observation Coding	5 charts / hour
Inpatient Coding	2.25 charts / hour
Prunedale Medical Group E&M Coding	4 charts / hour

2. AUDITING SERVICES: CONTRACTOR shall provide the following auditing services for the facility:

2.1 Concurrent ICD Coding Audit

2.2 Concurrent Medical Surgical Coding Audit

2.3 MS-DRG Audit

2.4 APC Audit

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2.5 RAC Defense Audit

2.6 Nurse Defense Audit

2.7 Admit to Observation Audit

2.8 E&M Professional Audit

3. OTHER SERVICES: CONTRACTOR may provide additional services as requested by COUNTY. Such services include, without limitation, the following:

3.1 First (1st) Level Appeals

3.2 Second (2nd) Level Appeals

3.3 Third (3rd) Level Appeals

3.4 Physician Led Education of Providers / Coders

3.5 Non-Physician Led Education of Providers / Coders

3.6 Trauma Registry

3.7 Tumor Registry

III. COUNTY Obligations:

- COUNTY shall pay CONTRACTOR a total amount not to exceed $250,000 under this Agreement.

IV. Pricing/Fees:

1) In consideration for the services to be performed by CONTRACTOR, **COUNTY agrees to pay CONTRACTOR as follows:**

TYPE OF SERVICE	COST
Emergency Department Coding	$58.80 / Hour
Ancillary Coding	$58.80 / Hour
Evaluation & Management Facility Coding	$60.94 / Hour
Outpatient Surgery Coding	$58.80 / Hour
Observation Coding	$58.80 / Hour
Inpatient Coding	$65.00 / Hour
Trauma Department Coding / Abstracting	$77.00 / Hour
Tumor Registry	$77.00 / Hour

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Interventional Radiology and Cardiovascular Coding	Cost
IR Coding (1-5 codes submitted)	$24.00 / Encounter
IR Coding (6-10 codes submitted)	$29.00 / Encounter
IR Coding (11-15 codes submitted)	$37.00 / Encounter
IR Coding {I 6+ codes submitted)	$52.00 / Encounter

Auditing Services	Cost
MS-DRG Audit (Inpatient)	$60.00 / Chart
APC Audit (Outpatient)	$40.00 / Chart
RAC Defense Audit	$220.00 / Chart
Nurse Defense Audit	$30.00 / $1,000.00 Billed
Admit to Observation Audit	$60.00 / Chart

Other Services	Cost
First (1st) Level Appeal -Clinical Validation/Medical Necessity	$225.00 / Hour
First (1st) Level Appeal-Inpatient Coding/ MS-DRG Downgrade	$250.00 / Per Case
Second (2nd) Level Appeal	$250.00 / Per Case
Physician Led Provider/Coder Education	$350.00 / Hour
Non-Physician Led Provider/Coder Education	$170.00 / Hour

The pricing structure included here should be stated in a manner similar to how we will be invoiced. The County prefers hourly rates as opposed to one flat fee when possible.

Sales tax should be itemized and listed separately where applicable.

Is travel required in order to provide all the services? If so it needs to be stated here with an estimated total cost for travel itemized out. Please note that travel reimbursement must include the following clause:

- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-

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controller/policies-and-procedures To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. **This entire section/clause should be removed if there is no travel reimbursement agreed upon by both parties or when travel costs are already built into the rates instead of based on a reimbursement process.**

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to the Standard Agreement with Dragonfly Forward, LLC for evaluation, professional learning, and capacity building activities under the MHSSA grant and increase funds in the amount of $228,800 for Fiscal Year 25-26 and $30,800 for Fiscal Year 26-27 for a total Agreement amount not to exceed $1,830,400 for the term of February 6, 2024 through August 30, 2026;
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to the agreement that do not exceed 10% ($183,040) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $2,013,440.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to the Standard Agreement with Dragonfly Forward, LLC for evaluation, professional learning, and capacity building activities under the MHSSA grant and increase funds in the amount of $228,800 for Fiscal Year 25-26 and $30,800 for Fiscal Year 26-27 for a total Agreement amount not to exceed $1,830,400 for the term of February 6, 2024 through August 30, 2026;
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SUMMARY/DISCUSSION:

The County of Monterey was awarded a 4-year Mental Health Student Services Act (MHSSA) grant from the Mental Health Services Oversight and Accountability Commission to provide mental health support services within Monterey County public schools. The goal of the grant funding is to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF) and to increase staff emotional capacity and understanding of mental health in students with the goal of improving student mental health and wellbeing.

On November 21, 2024 the grant agreement was amended to extend the term of the grant through December 31, 2026 to allow for full completion of the project goals. The identified focus in the final year is evaluation of the long-term impacts and continued offerings of professional development for school and district staff and relevant supportive courses for caregivers of students. Dragonfly Forward

will focus on the evaluation of the work they have done in the previous two years with involved schools and districts and offer professional development and capacity building opportunities for school staff and administrators.

This work supports the following the County of Monterey Health Department 2025-2028 Strategic Plan Initiative: 3. Provide exceptional person-centered care through accessible, community-focused health services. It also supports two of the ten essential public health services, specifically: 4. Strengthen, support, and mobilize communities and partnerships to improve health and 9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form, insurance, and fiscal provisions, respectively.

FINANCING:
This Amendment No. 2 is funded by Mental Health Student Services Act (MHSSA) Grant (82%) and Mental Health Services Act (MHSA) Innovation funds (18%). The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2024-25 Adopted Budget. The funds for this Agreement for FY 2025-26 and FY 2026-27 will be included in the respective Health Department Health (HEA012, Unit 8410) FY 2025-26 and FY2026-27 Requested Budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Ashley Schafer, Management Analyst II, 755-4924

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 2
Amendment No. 1
Standard Agreement

Introduced: 6/4/2025

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- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Ashley Schafer, Management Analyst II, 755-4924

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 2
Amendment No. 1
Standard Agreement

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AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DRAGONFLY FORWARD, LLC

This Amendment No. 2 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Dragonfly Forward, LLC** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $1,240,800 for the term of February 6, 2024, to August 30, 2025, to provide research, analysis and program planning services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-16732 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $1,570,800.00 and to extend the term to February 6, 2024 through June 30, 2026.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Amend Exhibit A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS - Program 1: MHSSA Grant Program to add Year Three to SCOPE OF SERVICES.
2. Amend Exhibit C-1: Monterey County Behavioral Health – Invoice Form.
3. Extend the term of this agreement ending June 30, 2026 to August 30, 2026.
4. Revise the payment provision in Amendment No. 1 to add $259,600 to Program 1: MHSSA Grant Program.
5. Revise the total maximum Agreement amount to $1,830,400 for the term of February 6, 2024 through August 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $1,570,800.00." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $1,830,400."

2. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from 2/6/2024 to 6/30/2025, unless sooner terminated pursuant to the terms of this Agreement." and replacing it with "The term of this Agreement is from 2/6/2024 to 8/30/2026, unless sooner terminated pursuant to the terms of this Agreement."

3. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in

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the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

4. EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-2.

5. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT NO. A-16732 executed by the County on February 6, 2024.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/29/2025 | 11:38 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller

Date: 5/29/2025 | 3:50 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Dragonfly Forward, LLC
Contractor's Business Name*

By: Signed by: Susan Barrett 89CE5D744384AAD...
(Signature of Chair, President, or Vice-President)*

Susan Barrett
Name and Title

Date: 4/29/2025 | 12:05 PM PDT

By: Signed by: Kimberly Yanek B80EE91CD2E840E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kimberly Yanek, Founder
Name and Title

Date: 4/29/2025 | 6:17 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. f CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A-2: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Dragonfly Forward, LLC
Hereinafter referred to as "CONTRACTOR"

Program 1: MHSSA Grant Program

I. PROGRAM NARRATIVE AND GOALS

The Mental Health Services Oversight and Accountability Commission awarded the County of Monterey Health Department, Behavioral Health Bureau a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF), to increase staff emotional capacity and understanding of mental health in students, and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing.

CONTRACTOR shall provide comprehensive training, planning, and technical assistance to support the evaluation and implementation of the Interconnected Systems Framework (ISF) within school districts participating in the MHSSA grant. CONTRACTOR shall provide access to and guidance in utilizing training and assessment tools they have developed to districts to support initial assessment, implementation, and model fidelity to ensure goals of the grant are being met.

II. SCOPE OF SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. In Year One, CONTRACTOR shall focus on work related to exploration and installation.
    a. During the exploration phase, support will be given to assess the strengths, needs, and hopes of the county, districts, communities, and schools. A comprehensive assessment will include readiness and organization of the county and community at large and local districts/schools.
    b. The installation stage will focus on examining the fidelity, efficiency, and effectiveness of the current system. Staffing, training, evaluation systems, and coaching systems will be examined as well as stakeholder-identified strengths and areas for improvement.
    c. Work shall not exceed 120 days (960 hours) total in Year One.

Year One

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Est. March 1, 2024 – August 30, 2024		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – Data Synthetization and Implementation Plan Recommendations	- In person visits across county, virtual meetings with MCOE Project Coordinator, MHSSA Grant Evaluator, and MCBH Services Manager. - Review strategic plans, review data, review organizational structures, funding mechanisms, and meet with clinical supervisors in education program.	12 days
County Level Leadership Team Training	- Meet with County Leadership team. - Overview of district landscapes, conduct readiness activities, and conduct community builders.	2 days
Capacity Building Calls with County Leads		3 days
Centralized County/District/Community Level Work		
Interconnected Systems Framework (ISF) Summer Retreat		6 days total: - 2 days on site - 4 days planning
ISF Summer Retreat for Clinicians	- Community building. - Clarify roles and functions. - Teaming structures. - Identify strengths, gaps, and overlaps.	6 days total: - 2 days on site - 4 days planning
Clinician and Grant Subcommittee Community of Practice	- Survey group to identify topics of interest. - Develop pop up webinar.	2 days total: - One two (2) hour call per month for six months
Administrator Community of Practice	- Foster relationships and level setting. - Examine TFI and DSFI scores, review community data to inform programming.	4 days total: - 2 days in person - 2 days planning

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Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Resource mapping. - Introduction calls. - Review existing MOU.	4 days total: - 2 days - 2 days planning
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	4 days total: - 2 days (hybrid) - 2 days planning
District/School Site Level Work		
Introductory Sessions	- Introductions to key staff.	5 days
Learning Walks	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 1 supports.	22 days (1/school site)
Monthly District and School Meetings		37 days total: - 4 hours per month per district
Listening Tours and Empathy Interviews	- Held with youth, family, staff, and community. - Train youth and community members to facilitate as well. - Analyze data collected. - Write reports.	5 days
Data Informed Professional Learning	- Facilitated professional development (PD) and planning to enhance Tier 1 supports with elementary school team. - Facilitated PD and planning to enhance Tier 1 supports with high school team. - Facilitated PD and planning for SWIFT at SWIS for core teams. - Facilitated PD and planning for both Tier 2 readiness and Tier 2 enhancements.	8 days total: - 2 days elementary team - 2 days high school team - 1 day SWIFT at SWIS - 1 day for Tier 2 readiness - 2 days for Tier 2 enhancements
Total Maximum Time		120 days

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2. In Year Two, CONTRACTOR shall focus on work related to installation and initial implementation.
    a. The transformation work will begin the implementation of changes at the district and school level, supported by CONTRACTOR in providing technical assistance and in-person training and coaching. Much of the work will be focused on continued sustainability of Tier 1 and Positive Classroom Support Systems and Advanced Tiers, prioritizing alignment of Tier 2 data, systems, and practices which forms the foundation of Tier 3 as well.
    b. Given the time-constrained funding source, there may be urgent or unforeseen needs or opportunities to enlist Dragonfly Forward to supply additional projects or services. As such, Dragonfly Forward may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the ISF work.
    c. Work shall not exceed 161 days (1,288 hours) total in Year Two.

Year Two **September 1, 2024 – August 30, 2025**		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – for Training, Coaching, and Evaluation	- Time allocated for preparation and planning for training, coaching, and evaluation activities.	10 days
County Level Leadership Team Training	- Meet with County Leadership team.	8 days
Capacity Building Calls with County Leaders/Core Leadership		3 days total (24 hours): - Two (2) one-hour calls per month for twelve (12) months
Centralized County/District/Community Level Work		
ISF Summer Retreat	- Advanced tier focus – build on retreat held in Year 1.	6 days total: - 1 days retreat - 5 days planning
Clinician and Grant Subcommittee Community of Practice	- Build on work done in Year One. - Develop pop up webinar.	6 days total (48 hours): - Monthly four-hour meetings for twelve (12) months
Administrator Community of Practice	- Continue work from Year One. - Examine TFI and DSFI scores, review community data to inform programming.	2 days total (16 hours): - Quarterly four-hour meetings for twelve (12) months
Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Build on relationships developed in Year One.	10 days

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Positive Classroom Support Systems Webinar	- Conduct webinars every other month from September 2024 – May 2025.	4 days total (32 hours): - Bimonthly 8-hour training
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	5 days
District/School Site Level Work		
Learning Walks – Fidelity Baseline Measurement Opportunities	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 2 supports.	34 days total: - 1 day/school site for 22 school sites - 12 days planning
Monthly District and School Meetings		42 days total (336 hours): - Four (4) hours/month per district for twelve (12) months - 12 days planning
Positive Classroom Supports System		8 days total: - 4 days implementation - 4 days planning
Data Informed Professional Learning	- Team facilitated PD and planning for Tier 2 readiness cohort. - Team facilitated PD and planning for Tier 2 enhancements cohort. - Collective learning and highlights opportunity.	16 days total: - 1 day in Fall 2024 for Tier 2 Readiness - 2 days in Winter/Spring 2024/25 for Tier 2 Enhancement - 1 day in Spring 2025 Collective Learning/Highlights - 12 days planning
Total Maximum Time		161 days

3. In Year Three, CONTRACTOR shall focus on the evaluation of the long-term impacts of work and activities completed in Years One and Two and on the provision of professional learning and capacity building.
    a. Evaluation of the long-term impacts will build on work completed in the previous two years. This work included targeted technical assistance, including meetings with school administration and leadership teams, district administrator meetings focused on organizational changes, and personnel support such as clarity of roles and functions. Evaluation shall occur by assessing involved schools and districts based on specific questions and metrics laid out in the table below.
    b. Professional learning and capacity building will occur through providing advanced tier training to districts and school teams, support in the development of positive

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classroom systems design, and learning opportunities focused on Team-Initiated Problem Solving.

c. Given the time-constrained funding source, there may be urgent or unforeseen needs or opportunities to enlist Dragonfly Forward to supply additional projects or services. As such, Dragonfly Forward may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the ISF work.
d. Work shall not exceed 65 days (52 hours) total in Year Three.

Year Three **September 1, 2025 – August 30, 2026**		
Activity	Details	Estimated Days
Professional Learning and Capacity Building		
Provide Advanced Tier (Basic Tier 2, Advanced Tier 2, and Tier 3) Professional Learning and Facilitated Team Action Planning to District/School Teams	- 2 days on site for each of the 3 content areas – 6 days total - 3 days of planning	9 days total with 2 DFF staff each day = 18 days (144 hours)
Design Positive Classroom Systems to Include Training and Coaching on Function Based Thinking, Evidence Based Practices, Data Informed Decision Making, and Systems of Support	- Function Based Thinking – 1 day - EBP – 1 day - Data Informed Decisions – 1 day - Systems of Support – 1 day	4 days total with 2 DFF staff each day = 8 days (64 hours)
Provide Training and Coaching on Team-Initiated Problem Solving (TIPS)	- Tier 1 – 1 day - Tiers 2 and 3 – 1 day	2 days total with 2 DFF staff each day = 4 days (32 hours)
ISF Summer Retreat	- Advanced tier focus – build on retreat held in Year 2.	6 days total: - 1 days retreat - 5 days planning
Evaluating Long Term Impacts		
Q: Did the knowledge development sites attain fidelity when technical assistance as described above, was provided to schools as measured by the Tiered Fidelity Tool?	- Tiered Fidelity Scores and Reports across 6 schools will be used to determine if fidelity was reached, with a focus on classroom systems. - 1 day to analyze	1 day with 2 DFF staff = 2 days (16 hours)
Q: Were sites able to reach and sustain levels of fidelity as identified through enhanced learning walk process?	- Using the Tiered Fidelity Tool, DFF will provide Fall and Spring learning walks and meet with the team to determine if the schools were able to maintain fidelity.	7 days total with 2 DFF staff each day = 14 days (112 hours)

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	- 1 day per school site at 7 sites	
Q: To what extent do schools, implementing with fidelity, show desired changes in student social emotional and behavioral outcomes?	- The DFF team will review discipline rates, attendance, staff turnover, equity, suicide risk assessments, behavioral threat assessments, and referrals to special education. - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent do schools, implementing with fidelity, show desired changes in other areas of schooling (e.g., student, staff and family culture and climate surveys, staffing, policy)?	- The DFF team will review policy, student, staff and family surveys and provide summative data report. - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent did classroom systems improve?	- Sustainability of TFI classroom features. Measure of staff and leadership social validity - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent did teaming structures, team processes, and data informed decision making improve and sustain?	- Show sustainability of improved team function using the TIPS fidelity tool and self-reflection component of the TIPS meeting protocol. - 1 day to analyze with 2 DFF staff - 1 day to collect data	1 day with 2 DFF staff and 1 day with 1 DFF staff = 3 days (24 hours)
Q: To what extent did leaders' self-perceptions of efficacy improve?	- Results of self-perception data across all sites. - 1 day to develop tool and 1 day to analyze	2 days with 2 DFF staff each day = 4 days (32 hours)
Total Maximum Time		65 days

4. CONTRACTOR shall meet regularly with the designated Behavioral Health Services Manager for on-going monitoring and evaluation, and regular reflective oversight and management to ensure goals and expected outcomes of the program are being met.

5. CONTRACTOR shall meet with the MHSSA grant collaborative team, comprised of County and grant partners, as requested by County.

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6. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

Program 2: Rainbow Connections MHSA Innovation Program Supports

I. PROGRAM NARRATIVE AND GOALS: CONTRACTOR will perform program planning, consultation and marketing services to support the fulfillment of the Monterey County Behavioral Health Mental Health Services Act (MHSA) Innovation Project Plan, titled "Rainbow Connections".

Program goals include:

1. Develop and support of a Rainbow Connections Project alignment and integration strategy, that will ensure seamless coordination and collaboration among key partners involved in an LGBTQ Network of Affirming Care.
2. Create a replicable and scalable model for project implementation that can enable other counties to either directly adopt a like-program, or otherwise adapt a like-program for another population of focus.
3. Produce a brief Docu-Story that characterizes the associated LGBTQ-youth population needs and Rainbow Connections project capabilities.
4. Establish community of care networks for students, families, professionals, and community leaders.

II. SCOPE OF SERVICES:

a. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Project Planning and Management Services This work shall support the strategic planning, project coordination and evaluation activities to be performed either directly by CONTRACTOR or other project partners.	September 2024-June 2026

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Task 1.1: Facilitation of quarterly meetings that include partner agencies (e.g. MCBH, MCOE, The Epicenter, Harmony at Home, Partners 4 Peace, Family Acceptance Project, Santa Cruz Diversity Center, leaders from three (3) district sites and four (4) school sites). The purpose of these meetings will be to assess the projects alignment strategy, meeting processes, and address any emerging challenges. The meetings will also build capacity among project partners to replicate RC activities at additional sites. ***Deliverable: Facilitation of quarterly meetings. Associated documentation shall include the meeting agenda and meeting discussion notes.***	September 2024-June 2026
Task 1.2: In coordination with COUNTY, design the project alignment strategy, communication plan, working agreements for project partners, and identify and manage a cloud-based tool that functions as a repository for associated documents and supports project coordination needs. ***Deliverable: Activate the associated project management work site for the Rainbow Connections project.***	September 2024
Task 1.3: In coordination with COUNTY, design an action plan for the project that includes key milestones, deliverables and key performance indicators. ***Deliverable: Rainbow Connections Action Plan.***	September 2024
Task 1.4: In coordination with COUNTY, design a county-level professional development plan for youth ambassadors. ***Deliverable: Rainbow Connections Professional Development Plan.***	September 2024-December 2024
Task 1.5: Explicitly embed LGBTQIA+ best practices in universal and classroom training ***Deliverable: Crosswalk showing how to embed related initiatives across classroom settings.***	September 2024-December 2024
Task 1.6: Engage grant technical assistance providers in resource mapping to identify ways to align and integrate multiple approaches to anti-bullying across TA providers and ensure teacher training material and existing bully prevention curriculum reflect LGBTQIA+ youth voice. Ensure all materials provide consistent messaging on how to recognize and respond to less overt situations, responding to youth asking for help/connecting to resources and navigation new ways to show support (e.g., pronouns) ***Deliverable: Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)***	September 2024-December 2024

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Activity 2: Project Modeling This work will document the processes by with the Rainbow Connections project was initiated, implemented and evaluated, to result in a blueprint or guide by which like-programs may be replicated and scaled by other counties or service provider networks.	September 2024-June 2026
Task 2.1: Track and document milestones and lessons learned across the project. ***Deliverable: A Rainbow Connections "lessons learned" resource.***	September 2024-June 2026
Task 2.2: Identify and document best practices for classroom systems and supports, including those utilized by Rainbow Connections project partners. ***Deliverable: A Rainbow Connections educator toolkit.***	September 2024-June 2026
Task 2.3: Create Rainbow Connections presentation materials for dissemination to various audiences. ***Deliverable: Present on the Rainbow Connections project at two (2) national conferences***	September 2025-June 2026
Task 2.4: Develop national partnerships with districts in other regions of the country. ***Deliverable: Establish professional learning community with a Google drive to include resources, tools, and manuals. Supports the implementation guide in 2.6***	January 2025-June 2026
Task 2.5: Leverage data collected by the Rainbow Connections project evaluator to produce a comprehensive report that highlights outcomes, impact, and makes recommendations for future implementation and expansion. ***Deliverable: Rainbow Connections Evaluation Brief***	September 2024-June 2026
Task. 2.6: Develop a project implementation template for other county or service provider leadership teams that provides sufficient instruction to implement a Rainbow Connections project in another community and/or be adapted for other distinct populations. ***Deliverable: Rainbow Connections Implementation Guide***	September 2024-June 2026

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Activity 3: Rainbow Connections Docu-Story This work will Showcase real-life experiences and successes of LGBTQ youth and their families within the Network of Affirmative Care established through the Rainbow Connections project.	September 2024- January 2025
Task 3.1: Develop a video production plan that involves the identification and selection of compelling stories from Rainbow Connections project participants (i.e. youth, families, educators) willing to share their experiences, to be made the subject matter of high-quality video content that is impactful, relatable, and capable of inspiring others. The narrative of this content will emphasize the importance of affirming care and community support. The video production plan shall also include a draft outline for the storyline and direction of the film. ***Deliverable: Rainbow Connections Docu-Story Production Plan.***	September 2024- September 2024
Task 3.2: Perform all necessary work to produce high-quality video content, inclusive of a 15-minute Docu-Story, that demonstrates the capabilities and impact of the Rainbow Connections project activities. Such work includes, but is not limited to: Location scouting, conducting of interviews, securing necessary release of information for interviewees, filming of interviews and b-roll content, film editing, and video cataloging. CONTRACTOR shall provide COUNTY with a maximum amount of three (3) rounds of edits before the Docu-Story is finalized. Final content materials are to be utilized by COUNTY on social media platforms, in presentations, and at community events. ***Deliverable: Finalized 15-minute Rainbow Connections Docu-Story.***	September 2024-January 2025
Activity 4: Develop Community of Care Networks for students, leadership and families This work will establish networks of ongoing support and mentorship for youth, providers and educators.	September 2024-June 2026
Task 4.1: Host opportunities for mentorship sessions, and peer-to-peer support groups for youth, providers and educators. ***Deliverable: Four (4) in-person peer to peer support groups (2 per year)***	September 2024-June 2026
Task 4.2: Facilitate knowledge sharing and skill development through interactive training sessions and virtual learning communities. ***Deliverable: Host 4 virtual learning communities (2/year)***	September 2024-June 2026

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Activity 5: Ad Hoc Services and Supports Given the innovative nature and evolving methods to implement the Rainbow Connections project, Dragonfly Forward may be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: additional support groups, additional docu story focused on healthcare provider/care coordination, engagement of translation services, and engaging additional subject matter experts. All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon by COUNTY and CONTRACTOR prior to execution.	September 2024-June 2026

b. REPORTING REQUIREMENTS
CONTRACTOR shall provide Contract Monitor with reports as identified in the Scope of Services and Timeline table, to evidence completed work and timeliness thereof.

III. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. COUNTY shall pay an amount not to exceed **$1,830,400** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A-2 and identified in the Rate Table below:

Program 1: MHSSA Grant Program Fee Schedule

Period	**Maximum Days (Hours)**	**Rate**	**Maximum Total**
March 1, 2024 – August 30, 2026	339 days (2,712 hours)	$4,000/day ($500/hour)	$1,356,000
Ad Hoc Support - July 1, 2025 – June 30, 2026		Not to exceed $4,000	$4,000
Ad Hoc Support – July 1, 2026 – August 30, 2026		Not to exceed $4,000	$4,000
		Indirect Costs at 10%	$136,400
			$1,500,400

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Program 2: Rainbow Connections MHSA Innovation Program Supports Fee Schedule

Deliverable	**Est. Payment Period**	**Fee**
Deliverable 1.1: Facilitation of quarterly meetings	September 2024-June 2026	$1,375/quarter [$11,000 total]
Deliverable 1.2: Activate Rainbow Connections project management work site	September 2024	$ 11,000
Deliverable 1.3: Rainbow Connections Action Plan	September 2024	$11,000
Deliverable 1.4: Rainbow Connections Professional Development Plan	December 2024	$15,000
Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings.	December 2024	$11,000
Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	December 2024	$11,000
Activity 1: Project Planning and Management Subtotal		***$70,000***
Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	May 2026 - June 2026	$10,000
Deliverable 2.2: A Rainbow Connections educator toolkit.	June 2026	$10.000
Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	June 2026	$10,000/conference [$20,000 total]
Deliverable 2.4: Establish Professional Learning Community (Google Drive with resources, tools, and manuals)	June 2026	$10,000
Deliverable 2.5: Rainbow Connections Evaluation Brief	May 2026 - June 2026	$10,000
Deliverable 2.6: Rainbow Connections Implementation Guide	May 2026 - June 2026	$10,000
Activity 2: Project Modeling Subtotal		***$70,000***
Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	September 2024	$25,000
Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	January 2025	$35,000
Activity 3: Rainbow Connections Docu-Story Subtotal		***$60,000***
Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	June 2026	$8,750/group [$35,000 total]
Deliverable 4.2: Host 4 virtual learning communities (2 per year)	June 2026	$8,750/group [$35,000 total]

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Activity 4: Community of Care Systems Development Subtotal		***$70,000***
Deliverable 5.1: Ad Hoc Services and Supports	September 2024-June 2026	$30,000
Activity 5: Ad Hoc Services and Supports Subtotal		***$30,000***
Total Indirect Costs		***$30,000***
TOTAL MAXIMUM COUNTY OBLIGATION		***$330,000***

2. There shall be no travel reimbursement allowed during this Agreement.

3. To receive any payment under this Agreement, CONTRACTOR shall submit invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

4. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to: MCHDBHFinance@countyofmonterey.gov.

B. CONTRACTORS BILLING PROCEDURES

1. NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. MAXIMUM OBLIGATION OF COUNTY

1. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$1,830,400** for

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services rendered under this Agreement for the period of **Upon Execution –August 30, 2026**.

2. Maximum Liability Amount:

PROGRAM	TERM	AMOUNT
Program 1: MHSSA Grant Program	Upon Execution – August 30, 2026	$1,500,400
Program 2: Rainbow Connections MHSA Innovation Program Supports	September 1, 2024 – June 30, 2026	$330,000
	MAXIMUM COUNTY OBLIGATION	$1,830,400

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EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Dragonfly Forward	**Invoice Number:**	
Address Line 1:	3611 Dupont Circle	**County PO No.:**	
Address Line 2:	Virginia Beach, VA 23455	**Invoice Period:**	
Tel. No.:	443-377-2407		
Contract Term:	Upon Execution to 8/30/2026	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	NTE Allotment	Number of services for this	Dollar Amount Requested for this Period	N/A
	Program 1 - All Inclusive Rate for Services - Rate Per Day	$4,000.00	341			
	Program 1 - All Inclusive Rate for Services - Rate Per Hour	$500.00	2,728			
	Program 1 - Ad Hoc Support [NTE $8,000 Total]	TBD	N/A			
	Program 2 - Deliverable 1.1: Facilitation of quarterly meetings	$1,375.00	6			
	Program 2 - Deliverable 1.2: Activate Rainbow Connections project management work site	$11,000.00	1			
	Program 2 - Deliverable 1.3: Rainbow Connections Action Plan	$11,000.00	1			
	Program 2 - Deliverable 1.4: Rainbow Connections Professional Development Plan	$15,000.00	1			
	Program 2 - Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings	$11,000.00	1			
	Program 2 - Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives [e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across	$11,000.00	1			
	Program 2 - Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	$10,000.00	1			
	Program 2 - Deliverable 2.2: A Rainbow Connections educator toolkit.	$10,000.00	1			
	Program 2 - Deliverable 2.3: Present on the Rainbow Connections project at two [2] national conferences	$10,000.00	2			
	Program 2 - Deliverable 2.4: Establish Professional Learning Community	$10,000.00	1			
	Program 2 - Deliverable 2.5: Rainbow Connections Evaluation Brief	$10,000.00	1			
	Program 2 - Deliverable 2.6: Rainbow Connections Implementation Guide	$10,000.00	1			
	Program 2 - Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	$25,000.00	1			
	Program 2 - Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	$35,000.00	1			
	Program 2 - Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	$8,750.00	4			
	Program 2 - Deliverable 4.2: Host 4 virtual learning communities	$8,750.00	4			
	Program 2 - Deliverable 5.1: Ad Hoc Services and Supports [NTE $30,000]	TBD	N/A			
TOTALS:						

Provide Details for each Date Service:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Docusign Envelope ID: E06F04F2-36B5-4929-B36C-887EA282854F

AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DRAGONFLY FORWARD, LLC

This Amendment No. 1 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Dragonfly Forward, LLC** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $1,240,800 for the term of February 6, 2024, to August 30, 2025, to provide research, analysis and program planning services;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Re-characterize and title the scope of services in the original agreement as "Program 1: MHSSA Grant Program".
2. Create a new "Program 2: Rainbow Connections Innovation Program Supports" with a budget of $199,500 in FY 2024-25 and $130,500 in FY 2025-26.
3. Extend the term of this agreement ending August 30, 2025 to June 30, 2026.
4. Revise the total maximum Agreement amount to $1,570,800 for the term of February 6, 2024 through June 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-1.

3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on February 6, 2024.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: C7A30BA59CA8423...
Department Head

Date: 9/6/2024 | 10:00 AM PDT

Approved as to Form [1]
By: DocuSigned by: Shane Eben Strong 6624564F3806486...
County Counsel

Date: 7/30/2024 | 8:25 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz 4E70E64E6774548...
Auditor-Controller

Date: 8/1/2024 | 7:40 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Dragonfly Forward, LLC
Contractor's Business Name*

By: DocuSigned by: Susan Barrett 89CEFD74A26A4AD...
(Signature of Chair, President, or Vice-President)*

Susan Barrett Founder
Name and Title

Date: 7/26/2024 | 6:22 PM PDT

By: DocuSigned by: B80EE91CD2E840E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kimberly Yanek Founder
Name and Title

Date: 7/29/2024 | 8:43 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. f CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Dragonfly Forward, LLC
Hereinafter referred to as "CONTRACTOR"

Program 1: MHSSA Grant Program

I. PROGRAM NARRATIVE AND GOALS

The Mental Health Services Oversight and Accountability Commission awarded the County of Monterey Health Department, Behavioral Health Bureau a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF), to increase staff emotional capacity and understanding of mental health in students, and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing.

CONTRACTOR shall provide comprehensive training, planning, and technical assistance to support the evaluation and implementation of the Interconnected Systems Framework (ISF) within school districts participating in the MHSSA grant. CONTRACTOR shall provide access to and guidance in utilizing training and assessment tools they have developed to districts to support initial assessment, implementation, and model fidelity to ensure goals of the grant are being met.

II. SCOPE OF SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. In Year One, CONTRACTOR shall focus on work related to exploration and installation.
    a. During the exploration phase, support will be given to assess the strengths, needs, and hopes of the county, districts, communities, and schools. A comprehensive assessment will include readiness and organization of the county and community at large and local districts/schools.
    b. The installation stage will focus on examining the fidelity, efficiency, and effectiveness of the current system. Staffing, training, evaluation systems, and coaching systems will be examined as well as stakeholder-identified strengths and areas for improvement.
    c. Work shall not exceed 120 days (960 hours) total in Year One.

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Year One Est. March 1, 2024 – August 30, 2024		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – Data Synthetization and Implementation Plan Recommendations	- In person visits across county, virtual meetings with MCOE Project Coordinator, MHSSA Grant Evaluator, and MCBH Services Manager. - Review strategic plans, review data, review organizational structures, funding mechanisms, and meet with clinical supervisors in education program.	12 days
County Level Leadership Team Training	- Meet with County Leadership team. - Overview of district landscapes, conduct readiness activities, and conduct community builders.	2 days
Capacity Building Calls with County Leads		3 days
Centralized County/District/Community Level Work		
Interconnected Systems Framework (ISF) Summer Retreat		6 days total: - 2 days on site - 4 days planning
ISF Summer Retreat for Clinicians	- Community building. - Clarify roles and functions. - Teaming structures. - Identify strengths, gaps, and overlaps.	6 days total: - 2 days on site - 4 days planning
Clinician and Grant Subcommittee Community of Practice	- Survey group to identify topics of interest. - Develop pop up webinar.	2 days total: - One two (2) hour call per month for six months
Administrator Community of Practice	- Foster relationships and level setting. - Examine TFI and DSFI scores, review community data to inform programming.	4 days total: - 2 days in person - 2 days planning

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Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Resource mapping. - Introduction calls. - Review existing MOU.	4 days total: - 2 days - 2 days planning
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	4 days total: - 2 days (hybrid) - 2 days planning
District/School Site Level Work		
Introductory Sessions	- Introductions to key staff.	5 days
Learning Walks	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 1 supports.	22 days (1/school site)
Monthly District and School Meetings		37 days total: - 4 hours per month per district
Listening Tours and Empathy Interviews	- Held with youth, family, staff, and community. - Train youth and community members to facilitate as well. - Analyze data collected. - Write reports.	5 days
Data Informed Professional Learning	- Facilitated professional development (PD) and planning to enhance Tier 1 supports with elementary school team. - Facilitated PD and planning to enhance Tier 1 supports with high school team. - Facilitated PD and planning for SWIFT at SWIS for core teams. - Facilitated PD and planning for both Tier 2 readiness and Tier 2 enhancements.	8 days total: - 2 days elementary team - 2 days high school team - 1 day SWIFT at SWIS - 1 day for Tier 2 readiness - 2 days for Tier 2 enhancements
Total Maximum Time		120 days

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2. In Year Two, CONTRACTOR shall focus on work related to installation and initial implementation.
    a. The transformation work will begin the implementation of changes at the district and school level, supported by CONTRACTOR in providing technical assistance and in-person training and coaching. Much of the work will be focused on continued sustainability of Tier 1 and Positive Classroom Support Systems and Advanced Tiers, prioritizing alignment of Tier 2 data, systems, and practices which forms the foundation of Tier 3 as well.
    b. Work shall not exceed 162 days (1,296 hours) total in Year Two.

Year Two **September 1, 2024 – August 30, 2025**		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – for Training, Coaching, and Evaluation	- Time allocated for preparation and planning for training, coaching, and evaluation activities.	10 days
County Level Leadership Team Training	- Meet with County Leadership team.	8 days
Capacity Building Calls with County Leaders/Core Leadership		3 days total (24 hours): - Two (2) one-hour calls per month for twelve (12) months
Centralized County/District/Community Level Work		
ISF Summer Retreat for County/District Staff	- Advanced tier focus – build on retreat held in Year 1.	7 days total: - 2 days retreat - 5 days planning
ISF Summer Retreat for Clinicians	- Advanced tier focus – build on retreat held in Year 1.	7 days total: - 2 days retreat - 5 days planning
Clinician and Grant Subcommittee Community of Practice	- Build on work done in Year One. - Develop pop up webinar.	6 days total (48 hours): - Monthly four-hour meetings for twelve (12) months
Administrator Community of Practice	- Continue work from Year One. - Examine TFI and DSFI scores, review community data to inform programming.	2 days total (16 hours): - Quarterly four-hour meetings for twelve (12) months
Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Build on relationships developed in Year One.	10 days
Positive Classroom Support Systems Webinar	- Conduct webinars every other month from	4 days total (32 hours): - Bimonthly 8-hour training

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	September 2024 – May 2025.	
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	5 days
District/School Site Level Work		
Learning Walks – Fidelity Baseline Measurement Opportunities	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 2 supports.	34 days total: - 1 day/school site for 22 school sites - 12 days planning
Monthly District and School Meetings		42 days total (336 hours): - Four (4) hours/month per district for twelve (12) months - 12 days planning
Positive Classroom Supports System		8 days total: - 4 days implementation - 4 days planning
Data Informed Professional Learning	- Team facilitated PD and planning for Tier 2 readiness cohort. - Team facilitated PD and planning for Tier 2 enhancements cohort. - Collective learning and highlights opportunity.	16 days total: - 1 day in Fall 2024 for Tier 2 Readiness - 2 days in Winter/Spring 2024/25 for Tier 2 Enhancement - 1 day in Spring 2025 Collective Learning/Highlights - 12 days planning
Total Maximum Time		162 days

3. CONTRACTOR shall meet regularly with the designated Behavioral Health Services Manager for on-going monitoring and evaluation, and regular reflective oversight and management to ensure goals and expected outcomes of the program are being met.

4. CONTRACTOR shall meet with the MHSSA grant collaborative team, comprised of County and grant partners, as requested by County.

5. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set

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forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

Program 2: Rainbow Connections MHSA Innovation Program Supports

I. PROGRAM NARRATIVE AND GOALS: CONTRACTOR will perform program planning, consultation and marketing services to support the fulfillment of the Monterey County Behavioral Health Mental Health Services Act (MHSA) Innovation Project Plan, titled "Rainbow Connections".

Program goals include:

1. Develop and support of a Rainbow Connections Project alignment and integration strategy, that will ensure seamless coordination and collaboration among key partners involved in an LGBTQ Network of Affirming Care.
2. Create a replicable and scalable model for project implementation that can enable other counties to either directly adopt a like-program, or otherwise adapt a like-program for another population of focus.
3. Produce a brief Docu-Story that characterizes the associated LGBTQ-youth population needs and Rainbow Connections project capabilities.
4. Establish community of care networks for students, families, professionals, and community leaders.

II. SCOPE OF SERVICES:

a. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Project Planning and Management Services This work shall support the strategic planning, project coordination and evaluation activities to be performed either directly by CONTRACTOR or other project partners.	September 2024-June 2026
Task 1.1: Facilitation of quarterly meetings that include partner agencies (e.g. MCBH, MCOE, The Epicenter, Harmony at Home, Partners 4 Peace, Family Acceptance Project, Santa Cruz Diversity Center, leaders from three (3) district sites and four (4) school sites). The purpose of these meetings will be to assess the projects alignment strategy, meeting processes, and address any emerging challenges. The meetings will also build capacity among	September 2024-June 2026

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project partners to replicate RC activities at additional sites. ***Deliverable: Facilitation of quarterly meetings. Associated documentation shall include the meeting agenda and meeting discussion notes.***	
Task 1.2: In coordination with COUNTY, design the project alignment strategy, communication plan, working agreements for project partners, and identify and manage a cloud-based tool that functions as a repository for associated documents and supports project coordination needs. ***Deliverable: Activate the associated project management work site for the Rainbow Connections project.***	September 2024
Task 1.3: In coordination with COUNTY, design an action plan for the project that includes key milestones, deliverables and key performance indicators. ***Deliverable: Rainbow Connections Action Plan.***	September 2024
Task 1.4: In coordination with COUNTY, design a county-level professional development plan for youth ambassadors. ***Deliverable: Rainbow Connections Professional Development Plan.***	September 2024-December 2024
Task 1.5: Explicitly embed LGBTQIA+ best practices in universal and classroom training ***Deliverable: Crosswalk showing how to embed related initiatives across classroom settings.***	September 2024-December 2024
Task 1.6: Engage grant technical assistance providers in resource mapping to identify ways to align and integrate multiple approaches to anti-bullying across TA providers and ensure teacher training material and existing bully prevention curriculum reflect LGBTQIA+ youth voice. Ensure all materials provide consistent messaging on how to recognize and respond to less overt situations, responding to youth asking for help/connecting to resources and navigation new ways to show support (e.g., pronouns) ***Deliverable: Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)***	September 2024-December 2024
<u>Activity 2: Project Modeling</u> This work will document the processes by with the Rainbow Connections project was initiated, implemented and evaluated, to result in a blueprint or guide by which like-programs may be replicated and scaled by other counties or service provider networks.	September 2024-June 2026

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Task 2.1: Track and document milestones and lessons learned across the project. ***Deliverable: A Rainbow Connections "lessons learned" resource.***	September 2024-June 2026
Task 2.2: Identify and document best practices for classroom systems and supports, including those utilized by Rainbow Connections project partners. ***Deliverable: A Rainbow Connections educator toolkit.***	September 2024-June 2026
Task 2.3: Create Rainbow Connections presentation materials for dissemination to various audiences. ***Deliverable: Present on the Rainbow Connections project at two (2) national conferences***	September 2025-June 2026
Task 2.4: Develop national partnerships with districts in other regions of the country. ***Deliverable: Establish professional learning community with a Google drive to include resources, tools, and manuals. Supports the implementation guide in 2.6***	January 2025-June 2026
Task 2.5: Leverage data collected by the Rainbow Connections project evaluator to produce a comprehensive report that highlights outcomes, impact, and makes recommendations for future implementation and expansion. ***Deliverable: Rainbow Connections Evaluation Brief***	September 2024-June 2026
Task. 2.6: Develop a project implementation template for other county or service provider leadership teams that provides sufficient instruction to implement a Rainbow Connections project in another community and/or be adapted for other distinct populations. ***Deliverable: Rainbow Connections Implementation Guide***	September 2024-June 2026
<u>Activity 3: Rainbow Connections Docu-Story</u> This work will Showcase real-life experiences and successes of LGBTQ youth and their families within the Network of Affirmative Care established through the Rainbow Connections project.	September 2024- January 2025

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Task 3.1: Develop a video production plan that involves the identification and selection of compelling stories from Rainbow Connections project participants (i.e. youth, families, educators) willing to share their experiences, to be made the subject matter of high-quality video content that is impactful, relatable, and capable of inspiring others. The narrative of this content will emphasize the importance of affirming care and community support. The video production plan shall also include a draft outline for the storyline and direction of the film. ***Deliverable: Rainbow Connections Docu-Story Production Plan.***	September 2024-September 2024
Task 3.2: Perform all necessary work to produce high-quality video content, inclusive of a 15-minute Docu-Story, that demonstrates the capabilities and impact of the Rainbow Connections project activities. Such work includes, but is not limited to: Location scouting, conducting of interviews, securing necessary release of information for interviewees, filming of interviews and b-roll content, film editing, and video cataloging. CONTRACTOR shall provide COUNTY with a maximum amount of three (3) rounds of edits before the Docu-Story is finalized. Final content materials are to be utilized by COUNTY on social media platforms, in presentations, and at community events. ***Deliverable: Finalized 15-minute Rainbow Connections Docu-Story.***	September 2024-January 2025
<u>Activity 4: Develop Community of Care Networks for students, leadership and families</u> This work will establish networks of ongoing support and mentorship for youth, providers and educators.	September 2024-June 2026
Task 4.1: Host opportunities for mentorship sessions, and peer-to-peer support groups for youth, providers and educators. ***Deliverable: Four (4) in-person peer to peer support groups (2 per year)***	September 2024-June 2026
Task 4.2: Facilitate knowledge sharing and skill development through interactive training sessions and virtual learning communities. ***Deliverable: Host 4 virtual learning communities (2/year)***	September 2024-June 2026
<u>Activity 5: Ad Hoc Services and Supports</u> Given the innovative nature and evolving methods to implement the Rainbow Connections project, Dragonfly Forward may be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: additional support groups, additional	September 2024-June 2026

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docu story focused on healthcare provider/care coordination, engagement of translation services, and engaging additional subject matter experts. All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon by COUNTY and CONTRACTOR prior to execution.	

b. REPORTING REQUIREMENTS
CONTRACTOR shall provide Contract Monitor with reports as identified in the Scope of Services and Timeline table, to evidence completed work and timeliness thereof.

III. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. COUNTY shall pay an amount not to exceed **$1,570,800** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A-1 and identified in the Rate Table below:

Program 1: MHSSA Grant Program Fee Schedule

Period	**Maximum Days (Hours)**	**Rate**	**Maximum Total**
March 1, 2024 – August 30, 2025	282 days (2,256 hours)	$4,000/day ($500/hour)	$1,128,000
		Indirect Costs at 10%	$112,800
			$1,240,800

Program 2: Rainbow Connections MHSA Innovation Program Supports Fee Schedule

Deliverable	**Est. Payment Period**	**Fee**
Deliverable 1.1: Facilitation of quarterly meetings	September 2024-June 2026	$1,375/quarter [$11,000 total]
Deliverable 1.2: Activate Rainbow Connections project management work site	September 2024	$ 11,000
Deliverable 1.3: Rainbow Connections Action Plan	September 2024	$11,000

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Deliverable 1.4: Rainbow Connections Professional Development Plan	December 2024	$15,000
Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings.	December 2024	$11,000
Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	December 2024	$11,000
Activity 1: Project Planning and Management Subtotal		***$70,000***
Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	May 2026 - June 2026	$10,000
Deliverable 2.2: A Rainbow Connections educator toolkit.	June 2026	$10.000
Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	June 2026	$10,000/conference [$20,000 total]
Deliverable 2.4: Establish Professional Learning Community (Google Drive with resources, tools, and manuals)	June 2026	$10,000
Deliverable 2.5: Rainbow Connections Evaluation Brief	May 2026 - June 2026	$10,000
Deliverable 2.6: Rainbow Connections Implementation Guide	May 2026 - June 2026	$10,000
Activity 2: Project Modeling Subtotal		***$70,000***
Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	September 2024	$25,000
Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	January 2025	$35,000
Activity 3: Rainbow Connections Docu-Story Subtotal		***$60,000***
Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	June 2026	$8,750/group [$35,000 total]
Deliverable 4.2: Host 4 virtual learning communities (2 per year)	June 2026	$8,750/group [$35,000 total]
Activity 4: Community of Care Systems Development Subtotal		***$70,000***
Deliverable 5.1: Ad Hoc Services and Supports	September 2024-June 2026	$30,000
Activity 5: Ad Hoc Services and Supports Subtotal		***$30,000***
Total Indirect Costs		***$30,000***
TOTAL MAXIMUM COUNTY OBLIGATION		***$330,000***

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2. There shall be no travel reimbursement allowed during this Agreement.

3. To receive any payment under this Agreement, CONTRACTOR shall submit invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

4. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

B. CONTRACTORS BILLING PROCEDURES

1. NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. MAXIMUM OBLIGATION OF COUNTY

1. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$1,570,800** for services rendered under this Agreement for the period of **Upon Execution – June 30, 2026**.

2. Maximum Liability Amount:

PROGRAM	TERM	AMOUNT
Program 1: MHSSA Grant Program	Upon Execution – August 30, 2025	$1,240,800
Program 2: Rainbow Connections MHSA Innovation Program Supports	September 1, 2024 – June 30, 2026	$330,000
	MAXIMUM COUNTY OBLIGATION	$1,570,800

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EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Dragonfly Forward	**Invoice Number:**	
Address Line 1:	3611 Dupont Circle	**County PO No.:**	
Address Line 2:	Virginia Beach, VA 23455	**Invoice Period:**	
Tel. No.:	443-377-2407		
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	NTE Allotment	Number of services for this Period	Dollar Amount Requested for this Period	N/A
	Program 1 - All Inclusive Rate for Services - Rate Per Day	$4,000.00	282			
	Program 1 - All Inclusive Rate for Services - Rate Per Hour	$500.00	2,256			
	Program 2 - Deliverable 1.1: Facilitation of quarterly meetings	$1,375.00	6			
	Program 2 - Deliverable 1.2: Activate Rainbow Connections project management work site	$11,000.00	1			
	Program 2 - Deliverable 1.3: Rainbow Connections Action Plan	$11,000.00	1			
	Program 2 - Deliverable 1.4: Rainbow Connections Professional Development Plan	$15,000.00	1			
	Program 2 - Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings	$11,000.00	1			
	Program 2 - Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	$11,000.00	1			
	Program 2 - Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	$10,000.00	1			
	Program 2 - Deliverable 2.2: A Rainbow Connections educator toolkit.	$10,000.00	1			
	Program 2 - Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	$10,000.00	2			
	Program 2 - Deliverable 2.4: Establish Professional Learning Community	$10,000.00	1			
	Program 2 - Deliverable 2.5: Rainbow Connections Evaluation Brief	$10,000.00	1			
	Program 2 - Deliverable 2.6: Rainbow Connections Implementation Guide	$10,000.00	1			
	Program 2 - Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	$25,000.00	1			
	Program 2 - Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	$35,000.00	1			
	Program 2 - Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	$8,750.00	4			
	Program 2 - Deliverable 4.2: Host 4 virtual learning communities	$8,750.00	4			
	Program 2 - Deliverable 5.1: Ad Hoc Services and Supports [NTE $30,000]	TBD	N/A			
TOTALS:						

Provide Details for each Date Service:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Email to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Dragonfly Forward, LLC,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Comprehensive training, planning, and technical assistance to support the evaluation and implementation of the Interconnected Systems Framework (ISF) within school districts participating in the MHSSA grant.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 1,240,800

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Full Execution **to** 8/30/2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Assurance of Compliance With Monterey County Cultural Competency Policy
Exhibit C: Invoice Template

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Mendoza Jimenez, Director of Health Services	Susan Barrett Founder
Name and Title	Name and Title
1270 Natividad Road, Salinas CA 93906	5180 Sonoma Mountain Road Santa Rosa CA 95404
Address	Address
(831)755-4509	(443)377-2407
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement between the County of Monterey and Central Coast Overdose Prevention (CCODP), for the provision of mobile outreach and treatment services for FY 2025-26 ($682,620) and FY 2026-27 ($682,620) for a total Agreement amount not to exceed $1,365,240 for the term of July 1, 2025 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($136,524) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $1,501,764.

RECOMMENDATION

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement between the County of Monterey and Central Coast Overdose Prevention (CCODP), for the provision of mobile outreach and treatment services for FY 2025-26 ($682,620) and FY 2026-27 ($682,620) for a total Agreement amount not to exceed $1,365,240 for the term of July 1, 2025 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($136,524) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $1,501,764.

SUMMARY/DISCUSSION

The County currently has Agreement A-17141 with Central Coast Overdose Prevention (CCODP) which terms on June 30, 2025. CCODP will continue providing mobile outreach and services to residents with substance use disorders through CCODP's Substance Use Response Team (SURT). The SURT offers mobile outreach throughout Monterey County, delivering street medicine with a multidisciplinary team of healthcare professionals, including doctors and peer support specialists. The team will continue to support the transition of care by collaborating with harm reduction partners and local behavioral health resources. This program takes a patient-centered approach, meeting individuals where they are, whether on the streets, in shelters, or other temporary accommodations. Additionally, CCODP will prioritize delivering essential services to communities in South County, including Greenfield, Soledad, and King City.

This Agreement contains the County's standard 30-day "no cause" and termination for "cause" provisions (Section 7.0, Subsection 7.02) and a defunding provision (Section 7.0, Subsection 7.03), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT

The office of the County Counsel, Risk Management and Auditor-Controller have reviewed and approved Agreement as to legal form and fiscal provisions, respectively.

FINANCING

This Agreement is funded by California Opioid Settlement funds (100%) which is included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2025-26 Proposed Budget. The funds for Fiscal Year 2026-27 will be included in the Department's requested budget for that fiscal year. Approval of this action has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rosie Mendoza, Management Analyst II, 262-1175
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report
Agreement

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement between the County of Monterey and Central Coast Overdose Prevention (CCODP), for the provision of mobile outreach and treatment services for FY 2025-26 ($682,620) and FY 2026-27 ($682,620) for a total Agreement amount not to exceed $1,365,240 for the term of July 1, 2025 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($136,524) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $1,501,764.

RECOMMENDATION

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement between the County of Monterey and Central Coast Overdose Prevention (CCODP), for the provision of mobile outreach and treatment services for FY 2025-26 ($682,620) and FY 2026-27 ($682,620) for a total Agreement amount not to exceed $1,365,240 for the term of July 1, 2025 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($136,524) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $1,501,764.

SUMMARY/DISCUSSION

The County currently has Agreement A-17141 with Central Coast Overdose Prevention (CCODP) which terms on June 30, 2025. CCODP will continue providing mobile outreach and services to residents with substance use disorders through CCODP's Substance Use Response Team (SURT). The SURT offers mobile outreach throughout Monterey County, delivering street medicine with a multidisciplinary team of healthcare professionals, including doctors and peer support specialists. The team will continue to support the transition of care by collaborating with harm reduction partners and local behavioral health resources. This program takes a patient-centered approach, meeting individuals where they are, whether on the streets, in shelters, or other temporary accommodations. Additionally, CCODP will prioritize delivering essential services to communities in South County, including Greenfield, Soledad, and King City.

This Agreement contains the County's standard 30-day "no cause" and termination for "cause" provisions (Section 7.0, Subsection 7.02) and a defunding provision (Section 7.0, Subsection 7.03), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2). Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT

The office of the County Counsel, Risk Management and Auditor-Controller have reviewed and approved Agreement as to legal form and fiscal provisions, respectively.

FINANCING

This Agreement is funded by California Opioid Settlement funds (100%) which is included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2025-26 Proposed Budget. The funds for Fiscal Year 2026-27 will be included in the Department's requested budget for that fiscal year. Approval of this action has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rosie Mendoza, Management Analyst II, 262-1175
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report
Agreement

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Central Coast Overdose Prevention,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Substance Use Response Team (SURT) and Drop-In Services to individuals in the County of Monterey.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,365,240.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 07/01/2025 to 06/30/2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

Exhibit B: Assurance of compliance with Monterey County's Cultural Competency Policy
Exhibit C: Audits and Audit Appeals; Exhibit D: Behavioral Health Invoice Form; Exhibit E: Budget and Expenditure Report; Exhibit F: Business Associate Agreement.

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Elsa M. Jimenez, Director of Health Services	Reb Close, M.D., President
Name and Title	Name and Title
Department of Health, 1270 Natividad Rd. Salinas, CA 93906	P.O. Box 2101 Monterye, CA 93942
Address	Address
(831) 755-4500	(831) 359-3273
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Kevin Serrano
County Counsel

Date: 6/3/2025 | 9:03 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 6/3/2025 | 9:26 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Central Coast Overdose Prevention
Contractor/Business Name *

By: DocuSigned by: Reb Close
(Signature of Chair, President, or Vice-President)

Reb Close, President
Name and Title

Date: 5/20/2025 | 5:45 AM MDT

By: Signed by: Kathy Davi
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kathy Davi, CFO
Name and Title

Date: 5/19/2025 | 1:32 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: SCOPE OF WORK/PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

Central Coast Overdose Prevention (CCODP)
P.O. Box 2101
Monterey CA 93942
831-359-3273

II. SERVICE LOCATIONS:

CCODP willutilize:

- A qualified licensed practitioner (Ex: Physician and/or Physician Assistant) on site at each designated location on the scheduled day of the week.

CCODP will provide remote audio-video consultations (or audio-only telehealth), as needed, for all sites/locations throughout the whole week staffed by Physician and/or Physician Assistant. CCODP will keep updated on, follow and be compliant with all DEA final rulings for prescribing buprenorphine via telehealth to treat Opioid Use Disorder. Emphasis shall continue to be placed on South County cities including Soledad, Greenfield and King City for the FY 25-26 and FY 26-27.
Soledad- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

Greenfield- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

King City- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

South County cities, Greenfield, Soledad, and King City will be serviced by a Physician on one day until there is an increase in number of individuals accessing services in South County or unless CCODP and County agree to providing more service days in South County for the term of the contract.

On a separate day of the week from the on-site Physician provided services, CCODP Medi-Cal Certified Peer Support Specialists/Community Health Worker (CHW) will provide additional outreach (such as health education, health navigation, screenings & assessments to connect to appropriate services, and support/advocacy to help prevent onset or exacerbation of health conditions) to the South County cities of Greenfield, Soledad, and King City for continued engagement with the South County region and based on current needs & trends.

Salinas- Walk up services are provided one day per week in the Salinas area where unhoused encampments are located.

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Peninsula- Walk up services are provided one day per week at an established area by lake El Estero.

III. PROGRAM: Substance Use Response Team (SURT) Program

The SURT Program consists of mobile outreach throughout Monterey County to provide street medicine staffed by a multidisciplinary team of healthcare professionals, including a Qualified licensed practitioner (Ex. Physician and/or Physician Assistant) and Medi-CAL certified peer support specialists/Community Health Workers while supporting transitions of care with partnerships such as harm reduction partners and local behavioral health resources. This program operates with a patient-centered approach, meeting individuals where they are, whether on the streets, in shelters, or other temporary accommodations.

IV. PROGRAM SCOPE OF SERVICES

For FY 25-26 and FY 26-27, CONTRACTOR Shall:

● Continue to providea comprehensive mobile treatment and outreach model, including drop-in services. The Mobile Substance Use Disorder Response Team (**SURT**) will assess, provide referral to services, and follow-up care.

● SURT will become a Medi-CAL ECM (Enhanced Care Management) Provider which will coordinate health and health-related care & services to members no later than 12/31/2025.

● Continue establishing partnerships with local healthcare providers, mental health agencies,and community organizations to enhance service delivery and referral pathways.

● Implement protocols for outreach, assessment, and care coordination.

Under Service Delivery for FY 25-26 and FY 26-27, CONTRACTOR Shall:

● Conduct regular outreach/treatment sessions at identified locations (Greenfield, King City, Soledad), at least one day per week, providing mobile services, harm reduction supplies, medical care, and peer support. The frequency of regular outreach for the South County locations are subject to change and increase in number of days served as determined by County, CCODP, and number of individuals accessing services. Peer Support Specialists/Community Health Workers will conduct an outreach session (providing supplies, care coordination, linkage to medical, mental health, social supports) an additional day per week in Greenfield, Soledad, and King City.

● Offer mobile crisis response services to individuals experiencing substance related crises, including overdose, withdrawal, and mental health emergencies.

● Provide Medi-CAL members ECM services, a comprehensive care management benefit that coordinates any health & health-related care, including physical, mental, & dental care, and social services.

● Provide follow-up care to ensure continuity of care and support for individuals accessing services.

● Provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.

● Provide Medication Assisted Treatment through a Qualified licensed practitioner (Ex. Physician and/or Physician Assistant).

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● Provide Peer Support: outreach and referrals to social and behavioral health services through Community Health Workers.
● Serve an estimated 75 individuals in FY 2025-26 in the South Monterey County region.
● Serve an estimated 100 individuals in FY 2026-2027 in the South Monterey County region.
● Provide wound/personal care to at approximately 250 for the FY 25-26 and 275 for the FY 26-27.
● By June 30, 2026, CCODP will conduct 2 patient assessment satisfaction surveys (bi-annually) for the fiscal year to track and evaluate participant satisfaction.

● By June 30, 2027, CCODP will conduct 2 patient assessment satisfaction surveys (bi-annually) for the fiscal year to track and evaluate participant satisfaction. Satisfaction survey will include questions about ECM experience.

Under <u>Staffing and Training</u>, CONTRACTOR Shall:
● Recruit and train a multidisciplinary team of medical providers, peer support specialists, and a program manager.
● Provide ongoing training and opportunities to enhance the capacity of staff in delivering culturally competent and trauma-informed care.
● Eligible staff will complete Community Health Worker certification to be able to provide services no later than 12/31/25.
● Eligible staff will become Medi-CAL certified Peer Support Specialist through completion of CalMHSA training program to be able to provide Medi-CAL PSS services no later than 12/31/25. PSS will maintain active certification and complete all requirements for renewal.

V. PROGRAM GOALS

FY 25-26

1. To reduce overdose-related fatalities and emergency room visits (SVMH, CHOMP, Mee Memorial, and Natividad) by 5% in the second year, providing proactive outreach and follow-up care.
2. To coordinate integrated services, including referrals to medical care & mental health support and/or substance use services, collaboration with harm reduction agencies, provide peer counseling support to at least 50% of participating patients to address the multifaceted needs of the target population.
3. Continue to strengthen collaboration and coordination among local agencies, healthcare providers, law enforcement, and community organizations in the South Monterey County region to enhance the continuum of care for individuals with substance use needs.
4. Track and evaluate client satisfaction of services through short survey given by the Peer Support Specialists, to be offered twice per year (December 2025 & May 2026), at each South Monterey County served city site.

FY 26-27

1. To reduce overdose-related fatalities and emergency room visits (SVMH, CHOMP, Mee Memorial, Natividad) by 7% in the third year, providing proactive outreach and follow-up care.
2. Utilize ECM to coordinate integrated services, including referrals to medical care & mental health support and/or substance use services, collaboration with harm reduction

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agencies, provide peer counseling support to at least 85% of participating patients to address the multifaceted needs of the target population.

3. Demonstrate strong collaboration and coordination among local agencies, healthcare providers, law enforcement, and community organizations in the South Monterey County region by inviting collaborators to participate in SURT meetings at least every quarter to find ways to increase CCODP service delivery and review local trends.
4. Track and evaluate client satisfaction of services through short survey given by the Peer Support Specialists, to be offered twice per year (December 2026 & May 2027), at each South Monterey County served city site.

VI. POPULATION OF FOCUS

Individuals in Monterey County experiencing substance use disorder, homelessness, have co-occurring substance use disorder and mental health issues, require an intentional approach that recognizes their unique challenges and vulnerabilities.

Emphasis shall be placed on South County cities including: Soledad, Greenfield and King City.

VII. REPORTING REQUIREMENTS/EVALUATION

CONTRACTOR shall develop metrics and indicators to monitor program effectiveness, including the number of individuals served, outcomes achieved, and client satisfaction for each fiscal year. CONTRACTOR will provide County with metrics and indicators and report on number of individuals served on a minimum of quarterly.

CONTRACTOR shall collect and analyze data on key performance measures to evaluate the impact of the program and identify areas for improvement.

Deliverables for each fiscal year include but are not limited to:

- Number of individuals served
- Specifically, number of individuals served in the South County region
- How many people were provided with wound/personal care (was the FY goal met?)
- Results of each bi-annual patient satisfaction surveys (including: number of individuals surveyed, survey time period, questions and responses)
- Number of individuals prescribed medication
- Percent of overdose related fatalities and ER visits (was the FY goal met?)
- Number of patients received ECM/coordinated integrated services (was the FY goal met?) (Including: number of individuals who received medical care, number of individuals who received mental health connections, number of individuals who were provided harm reduction interventions, number of individuals who received a service from a certified Peer Support Specialist.
- Names of local agencies, healthcare providers, law enforcement, and community organizations in the South County region CCODP has made connections with and in what capacity? Number of meetings CCODP has had with these agencies to strengthen the continuum of care for individuals in South County.

VIII. CONTRACT MONITOR

Rachel Amerault,

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Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-4545

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE

FY 2025-2026	Monthly Payment Amount
July 1, 2025- June 30, 2026	$ 56,885.00
TOTAL MAXIMUM ANNUAL LIABILITY	**$ 682,620.00**

FY 2026-27	Monthly Payment Amount
July 1, 2026- June 30, 2027	$ 56,885.00
TOTAL MAXIMUM ANNUAL LIABILITY	**$ 682,620.00**

III. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short- Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.
CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above.

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B. To receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on the Invoice Form provided as Exhibit D, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the quarter of service. See Section II, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

   CONTRACTOR shall submit via email a monthly claim using Exhibit D, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to

   MCHDBHFinance@countyofmonterey.gov

C. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

D. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that quarter of service and disallow the claim.

E. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor- Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

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F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,365,240.00** for services rendered under this Agreement.

B. Maximum Annual Liability

FISCAL YEAR LIABILITY	AMOUNT
FY 2025-26	$ 682,620.00
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 682,620.00**
FISCAL YEAR LIABILITY	
FY 2026-27	$ 682,620.00
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 682,620.00**
TOTAL MAXIMUM LIABILITY FY 2025-2027	**$ 1,365,240.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of

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all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over quarterly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Revenue & Expenditure Summary provided in Exhibit E-1. Only the costs listed in Exhibit E-1 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit E-1, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said miles, regulations and procedures and submit all claims in accordance therewith.

VI. LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

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C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee.

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EXHIBIT B:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

DocuSigned by:
Reb Close
8F33B66901A9416...
Signature of Authorized Representative

5/20/2025 | 5:45 AM MDT
Date

Central Coast Overdose Prevention
Contractor (Organization Name)

Reb Close, M.D.
Name of Authorized Representative

President
Title of Authorized Representative

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EXHIBIT C: AUDITS AND AUDIT APPEALS

I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

    a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

    b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment

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options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT D: BEHAVIORAL HEALTH INVOICE FORM

Monterey County Behavioral Health - Invoice Form

		Invoice Number :	
Contractor :	Central Coast Overdose Prevention		
Address Line 1	P.O. Box 2101, Monterey, CA, 93942	**County PO No.:**	
Address Line 2	Monterey, CA 93942		
		Invoice Period :	
Tel. No.:	(831) 359-3273		
Fax No.:			
Contract Term:	July 1, 2025 -June 30, 2027	**Final Invoice :**	(Check if Yes)
BH Bureau :	SURT/Drop-In Services		BH Control Number

Service Description	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
SURT/Drop-In Services (monthly payment of: $56,885.00)					100%
TOTALS	$682,620.0			$682620.00	

I certify that the information provided above is to the best of my knowledge, complete and accurate; the amount requested is in accordance with the contract approved for services provided under the provision of that contract. Full justification and back up records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:
MCHDBHFinance@countyofmonterey.gov

Behavioral Health Authorization for Payment

Authorized Signatory

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EXHIBIT E: BUDGET AND EXPENDITURE REPORT

Central Coast Overdose Prevention
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25	Request FY 2025-26
A.	**PROGRAM REVENUES**				
	Requested Monterey County Funds			627,609	
	Other Program Revenues				
	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	-	-	**627,609**	
B.	**ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.**				
	1 Program Expenditures				
2	Salaries and wages			191,600	$248,000.00
3	Payroll taxes			28,660	28,660
4	Employee benefits			12,000	$20,000.00
5	Workers Compensation			15,000	15,000
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7	Temporary Staffing			95,000	95,000
8	Flexible Client Spending (please provide supporting documents)			9,500	12,000
9	Client Transportation Costs and staff mileage			15,000	15,000
10	Employee Travel and Conference			$5,000.00	$5,000.00
11	Staff Training			3,000	3,000
12	Communication Costs			14,900	10,000
13	Utilities			--	
14	Cleaning and Janitorial			1,200	1,200
15	Insurance and Indemnity			29,009	$55,000.00
16	Maintenance and Repairs - Buildings			--	
17	Maintenance and Repairs - Equipment			2,000	2,000
18	Printing and Publications			6,500	6,500
19	Memberships, Subscriptions and Dues			10,000	5,000
20	Office Supplies			5,500	5,500
21	Postage and Mailing			--	
22	Legal Services (when required for the administration of the County Programs)			6,000	6,000
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			15,000	15,000
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25	Rent and Leases - building and improvements			--	
26	Rent and Leases - equipment			46,000	12,000
27	Taxes and assessments			--	
28	Interest in Bonds			--	
29	Interest in Other Long-term debts			--	
30	Other interest and finance charges			--	
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			--	
32	Miscellaneous (please provide details)			5,000	5,000
33	**Total Program Expenditures**	$-	$-	**$515,869.00**	
34	**Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.**				
35	Salaries and wages (please include personnel and contract administration)			88,000	88,000
36	Payroll taxes			9,800	
37	Employee benefits			9,680	$15,000.00
38	Workers Compensation			1,760	1,760
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			--	
40	Transportation, Travel, Training and Conferences			--	
41	Data Processing (Computers & Technology)			--	
42	Utilities (Telephone & Communications)			--	
43	Cleaning and Janitorial			--	
44	Insurance and Indemnity			--	
45	Maintenance and Repairs - Buildings			--	
46	Maintenance and Repairs - Equipment			--	
47	Memberships, Subscriptions and Dues			--	
48	Office Supplies			1,500	1,500
49	Postage and Mailing			--	
50	Legal Services (when required for the administration of the County Programs)			--	
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			1,000	$11,500.00
52	Rent and Leases - building and improvements			--	
53	Rent and Leases - equipment			--	
54	Taxes and assessments			--	
55	Interest in Bonds			--	
56	Interest in Other Long-term debts			--	
57	Other interest and finance charges			--	
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			--	
59	Miscellaneous (please provide details)				
60	**Total Administrative Expenditures**	-	-	111,740	
61	**Depreciation Expense**				
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**				
63	**Total Allowable Program Expenditures**	-	-	$627,609	$682,620.00
					Difference
					$55,011.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 1, 2025** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Central Coast Overdose Prevention ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45

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C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify

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the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and

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expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply

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with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

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(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall

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notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:
Central Coast Overdose Prevention
Attn: Rita Hewit, MPH, CPhT
P.O. Box 2101
Monterey, CA 93942
Phone: (831) 359-3273
Email: rhewitt@ccodp.org

If to Covered Entity, to:
County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797

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Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to

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obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patients served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior

Docusign Envelope ID: 2C27C6D1-8B54-4AF1-B7D4-72755CFBFA46

written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Reb Close 8F33B66901A9416...	By:
Print Name Reb Close, M.D.	Print Name: Elsa M. Jimenez
Print Title President	Print Title: Director of Health Services
Date: 5/30/2025 | 4:40 PM MDT	Date:

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director or Health Services or designee to execute a non-standard Professional Services Agreement with Action Council of Monterey County, Inc. to receive funding to rewrite the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast Project in the amount of $33,600 for a term upon execution to through June 30, 2026; and
b. Approve the recommendation of Director of Health Services to accept all non-standard provisions in Agreement, to include indemnification; and
c. Approve and authorize the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($3,360) of the original Agreement amount, do not significantly alter the scope of services, and do not exceed the maximum amount of $36,960; and
d. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director or Health Services or designee to execute a non-standard Professional Services Agreement with Action Council of Monterey County, Inc. to receive funding to rewrite the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast Project in the amount of $33,600 for a term upon execution to through June 30, 2026; and
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SUMMARY/DISCUSSION:

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Coast Project. This work aligns with the MCHD's mission to enhance community health and safety through prevention and by fostering equitable economic development strategies. The Agreement, totaling $33,600 and extending through June 30, 2026, will enable the MCHD's Office of Equity to collaborate closely with the Action Council and other key stakeholders in updating these regional economic and community health strategies. In addition, some of these funds will be used to build MCHD's capacity to engage authentically with those we serve by providing training in the Spectrum of Community Engagement to Ownership framework. This partnership will also build upon MCHD's broader efforts to inform, educate, and empower local communities about health equity, as well as mobilize community partnerships to address systemic health challenges.

This work supports the County of Monterey Health Department's 2025-2028 Strategic Plan goals: 1) Build Community Power and Partners' Capacity to Increase Equity and Improve Health; and 2) Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one or more of the ten essential public health services, specifically: 3) Inform, educate, and empower people about health issues; and 4) Mobilize community partnerships and action to identify and solve health problems.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this item. This is a revenue agreement for which the related expenditures are included in the Health Department's FY 2024-25 Adopted Budget, and FY 2025-26 Requested Budget (001-8600-HEA014).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
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☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and

communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Agreement

Introduced: 6/4/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Agreement

Docusign Envelope ID: D271FA74-FD41-4FD4-B45F-0E6EB98E3EC5

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is entered into by and between the ACTION Council of Monterey County, Inc. (ACMC), a non-profit corporation, and the County of Monterey Health Department (Contractor) for the period upon execution to June 30, 2026.

ACTION Contact	**Contractor**
Andrea Manzo, Executive Director ACTION Council of Monterey County 295 Main Street, Suite 500 Salinas, CA 93901 andreabhc@actioncouncil.org Phone: (831) 783-1244 Fax: (831) 783-1276	**County of Monterey, for services at County of Monterey Health Department** Planning, Evaluation, and Policy Unit Monterey County Health Department 1270 Natividad Rd, Salinas, CA 93906 larav@co.monterey.ca.us Phone: (831) 755-4390 Cell: (831) 320-0458

I. BACKGROUND

The County of Monterey Health Department ("CONTRACTOR", "MCHD") exists to enhance, protect and improve the health of the people in Monterey County. To accomplish this, MCHD provides services in the areas of public health, environmental health, behavioral health and clinic services.

II. PURPOSE: To engage in the rewrite of the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast process.

III. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement will be upon execution **to June 30, 2026.**

IV. SCOPE OF WORK

A. BACKGROUND

For more than two years, the Regions Rise Together Collaborative has brought together representatives of over 25 multi-sector organizations of the Central Coast of California, to create an equitable economic development plan, the RRT Salinas Investment Blueprint. The Blueprint development process was further informed by in-depth conversations with community residents to ensure that community voices were more prominently represented in this plan. However, the RRT Blueprint is undergoing a rewrite to ensure more community voices and priorities are included.

B. GOALS AND OBJECTIVES:

a. Goals of the overall Regions Rise Together work

1. To strengthen a multi-sector, community-based collaborative to lead the equitable and inclusive economic development of the Salinas Valley region.

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2. To center community engagement and resident leadership and power-building values and practices in economic development strategy definition and prioritization at all times.
3. To update the Regions Rise Together (RRT) Salinas Investment Plan Blueprint and its corresponding action/implementation plans and methodologies as living, flexible, data supported roadmaps for guiding transformative, inclusive, and community-led economic development, able to timely respond to fast changing and emerging community conditions and realities.

b. Objectives
   i. To work closely with strategy-based cohorts of partners who are reviewing the original RRT Investment Blueprint to ensure that residents participate and provide leadership in identifying the set of community-defined initiatives that the RRT Collaborative will launch during or upon the completion of the planning process.
   ii. To secure the technical assistance necessary to define the data needs of the residents, select equity data indicators and metrics to monitor throughout strategy implementation, and work with collaborative members to select or develop data collection and tracking tools accessible to the community.
   iii. To identify, work in partnership, synchronize work, and share learnings with other existing efforts in the region to expand the impact of the collaborative and leverage expertise, resources, and strategic connections.

C. REPORTING

a. Reporting will be shared by the organization at the RRT Collaborative meetings and meetings with the project manager Monterey Bay Economic Partnership (MBEP) as needed. No written report required.

V. DESIGNATED CONTRACT MONITOR:

Andrea Manzo
295 Main Street, Suite #500
Salinas, CA 93901

Compensation:

The total amount paid by ACMC to Contractor during the term of this Agreement shall not exceed the sum of **$33,600**.

Billing and payment will be as follows:

- Contractor shall provide ACMC with an invoice for the disbursement of funds in advance;
- Contractor shall include in the invoice description the purpose of the funds;
- Contractor shall email the invoice to finance@actioncouncil.org; and

Docusign Envelope ID: D271FA74-FD41-4FD4-B45F-0E6EB98E3EC5

- ACMC shall pay the Contractor invoice within 10 business days of receipt of invoice.

  Please list the following on all invoices:

  TO: Action Council of Monterey County, Inc.
  295 Main Street, Suite 500
  Salinas, CA 93901

  Attention: Andrea Manzo

  FOR: Regions Rise Together Collaborative Blueprint Refresh

Performance Standards

Contractor warrants that Contractor, and Contractor's agents, employees, and subcontractors performing services pursuant to this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement. Contractor may not subcontract work to be performed under this Agreement without prior approval of ACMC.

Contractor will perform all work in a safe and skillful manner, and in compliance with all applicable laws and regulations.

Contractor will comply with all reporting requirements specified in the grant award related to its subcontracting role for this project.

Contractor warrants that Contractor is, and will act as, an Independent Contractor in the performance of duties pursuant to this Agreement, and that Contractor is not deemed an officer, employee, or agent of ACMC.

Contractor will notify ACMC's Executive Director immediately in the event of any change in Contractor's legal or tax status.

Indemnification

Contractor shall indemnify, defend, and hold harmless ACMC and their officers, agents, and employees from and against the following:

a. any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) on account of Contractor's non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for Contractor, or Contractor's subcontractors, in connection with performance of the Agreement, and

Docusign Envelope ID: D271FA74-FD41-4FD4-B45F-0E6EB98E3EC5

b. any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful, or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in the performance of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within California.

Intellectual property

Each party will retain exclusive interest in and ownership of its intellectual property developed under this agreement. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.

Dispute Resolution

In the event of a dispute arising under this Agreement which cannot be resolved between the parties without outside professional assistance, ACMC and Contractor agree to attempt to resolve the dispute first through mediation, and second through binding arbitration, pursuant to the rules of the American Arbitration Association. In the event of any such dispute, the parties will bear their own costs of representation and will divide the costs associated with mediation or arbitration.

Termination

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

This Agreement shall supersede any prior oral or written understanding or communication between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or modified by mutual agreement of the parties.

Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

Docusign Envelope ID: D271FA74-FD41-4FD4-B45F-0E6EB98E3EC5

Elsa Mendoza Jimenez, Director of Health Services, County of Monterey

Date

Approved as to Form

DocuSigned by:

By: Stacy Saetta
C0ECE1B99F444A9...

6/3/2025 | 5:39 PM PDT
Date

Name: Stacy Saetta

Title: Chief Deputy County Counsel
County of Monterey

Approved as to Fiscal Provisions

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F6...

6/4/2025 | 7:34 AM PDT
Date

Name: Patricia Ruiz

Title: Auditor Controller Analyst I
County of Monterey



5/21/25

Andrea Manzo, Executive Director, ACMC

Date

Introduced: 6/4/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Standard Agreement with the Neurosequential Model Network, LLC to provide education to behavioral health psychologists in the Neurosequential Model of Therapeutics and to provide access to the clinical assessment tool developed by NMN in the amount of $32,000 for FY 2024-25; $12,000 for FY 2025-26; and $6,000 for FY 2026-27 for a total Agreement amount not to exceed $50,000 for the term beginning upon the date of execution through December 31, 2027; and
b. Accept the recommendation of the Director of Health Services or designee regarding modifications to the 'Insurance Requirements' and 'Royalties and Inventions' provisions in the Agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments to the agreement that do not exceed 10% ($5,000) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $55,000.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
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SUMMARY/DISCUSSION:

The Mental Health Services Oversight and Accountability Commission awarded the County a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school districts and increase staff social emotional capacity and understanding of mental health issues in students. The services provided to meet these goals are done in partnership with community-based agencies, specialists in relevant fields, and trainers in essential areas related to the

goals of the grant, including the Neurosequential Model of Therapeutics. This is a neurodevelopmentally informed, biologically respectful perspective on development and functioning. Clinical psychologists trained in this model will support the work of the MHSSA grant by assisting staff in understanding how childhood experiences impact their ability to flourish and learn. Standard Agreement Section 10.05 - Royalites and Inventions was modified to allow Contractor to retain rights over copyrighted materials.

This work supports the following the County of Monterey Health Department 2025-2028 Strategic Plan Initiative: 3. Provide exceptional person-centered care through accessible, community-focused health services. It also supports the ten essential public health services, specifically: 8. Build and support a diverse and skilled public health workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form, insurance, and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Mental Health Student Services Act (MHSSA) Grant (100%). The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2024-25 Adopted Budget. The funds for this Agreement for FY 2025-26 and FY2026-27 will be included in the respective Health Department Health (HEA012, Unit 8410) FY 2025-26 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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Prepared By: Ashley Schafer, Management Analyst II, 755-4924

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Standard Agreement

Introduced: 6/4/2025

Current Status: Health Department - Consent

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Prepared By: Ashley Schafer, Management Analyst II, 755-4924
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Standard Agreement

Docusign Envelope ID: DD1958B6-AD54-48BC-B395-ADD6FCDBA054

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Neurosequential Model Network, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Education and training to behavioral health psychologists in the Neurosequential Model of Therapeutics and to provide access to the clinical assessment tool developed by NMN.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 50,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Full Execution to 12/31/2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Terms Modifications

Exhibit C: Invoice Form

Docusign Envelope ID: DD1958B6-AD54-48BC-B395-ADD6FCDBA054

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Docusign Envelope ID: DD1958B6-AD54-48BC-B395-ADD6FCDBA054

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

Introduced: 6/12/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Resolution

Approve a Resolution to add participating jurisdictions for the Used Oil Payment Program from CalRecycle with the County of Monterey as the lead agency.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve a Resolution to add participating jurisdictions for the Used Oil Payment Program from CalRecycle with the County of Monterey as the lead agency.

SUMMARY:

The Health Department's Environmental Health Bureau coordinates a countywide Used Oil and Filter Collection and Recycling Program. The State of California's Department of Resources Recycling and Recovery (CalRecycle) provides annual funding to local jurisdictions to implement their Used Oil and Filter Collection and Recycling Programs. CalRecycle requires specific language from the applicant's governing body to authorize the application for, and implementation of, the grant.

DISCUSSION:
Since 1994 the County of Monterey, through the Health Department's Environmental Health Bureau, has administered a countywide Used Oil and Filter Collection and Recycling Program. This program promotes the proper disposal and recycling of used motor oil and oil filters for residents, commercial and recreational boaters, and small farmers in Monterey County. The County provides community education and makes various outlets for the proper disposal and recycling of used motor oil and oil filters available through curbside collection, residential drop-off centers, and marine and agricultural oil collection centers.

CalRecycle, formerly known as the California Integrated Waste Management Board, is authorized to make payments to qualifying local jurisdictions for implementation of their used oil programs. These funds are used to cover costs related to personnel time, acquisition of equipment, supplies, and training to enhance Used Motor Oil and Filter Recycling Program activities.

Pursuant to California Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs. Said payment programs allows regional participation. CalRecycle's procedures for administering payment programs require, among other things, a regional applicant's governing body to declare by resolution certain

authorizations related to the administration of the payment programs.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s) Goal 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health. It also supports the following of the ten essential public health services, specifically, 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside and Soledad have authorized Monterey County to act as Lead Agency for the purposes of applying for and administering the Used Oil Payment Program.

FINANCING:
There is no impact to the General Fund resulting from this Board action. Sufficient appropriations and revenues are included in Environmental Health's Fiscal Year 2025-26 Adopted Budget (HEA005-4000-8117).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report

Resolution

County of Monterey

Board Report

Item No.35

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: RES 25-099

July 01, 2025

Introduced: 6/12/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Resolution

Approve a Resolution to add participating jurisdictions for the Used Oil Payment Program from CalRecycle with the County of Monterey as the lead agency.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve a Resolution to add participating jurisdictions for the Used Oil Payment Program from CalRecycle with the County of Monterey as the lead agency.

SUMMARY:
The Health Department's Environmental Health Bureau coordinates a countywide Used Oil and Filter Collection and Recycling Program. The State of California's Department of Resources Recycling and Recovery (CalRecycle) provides annual funding to local jurisdictions to implement their Used Oil and Filter Collection and Recycling Programs. CalRecycle requires specific language from the applicant's governing body to authorize the application for, and implementation of, the grant.

DISCUSSION:
Since 1994 the County of Monterey, through the Health Department's Environmental Health Bureau, has administered a countywide Used Oil and Filter Collection and Recycling Program. This program promotes the proper disposal and recycling of used motor oil and oil filters for residents, commercial and recreational boaters, and small farmers in Monterey County. The County provides community education and makes various outlets for the proper disposal and recycling of used motor oil and oil filters available through curbside collection, residential drop-off centers, and marine and agricultural oil collection centers.

CalRecycle, formerly known as the California Integrated Waste Management Board, is authorized to make payments to qualifying local jurisdictions for implementation of their used oil programs. These funds are used to cover costs related to personnel time, acquisition of equipment, supplies, and training to enhance Used Motor Oil and Filter Recycling Program activities.

Pursuant to California Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs. Said payment programs allows regional participation. CalRecycle's procedures for administering payment programs require, among other things, a regional

applicant's governing body to declare by resolution certain authorizations related to the administration of the payment programs.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s) Goal 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health.
It also supports the following of the ten essential public health services, specifically, 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside and Soledad have authorized Monterey County to act as Lead Agency for the purposes of applying for and administering the Used Oil Payment Program.

FINANCING:
There is no impact to the General Fund resulting from this Board action. Sufficient appropriations and revenues are included in Environmental Health's Fiscal Year 2025-26 Adopted Budget (HEA005-4000-8117).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Resolution

Resolution No._____

a. Authorize the County of Monterey)
Health Department to submit applications)
as lead jurisdiction for the Used Oil)
Payment Program (OPP) and submit)
any necessary documents required to)
The California Department of Resources)
Recycling and Recovery ("CalRecycle")
for all grant documents, including but not)
limited to, applications, agreements,)
amendments, and requests for payment)
and)
b. Designating the County of Monterey)
Health Department Director or designee)
as the Signature Authority to execute)
all documents……)

WHEREAS, pursuant to Public Resources Code § 48690 the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, has established the Used Oil Payment Program to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

WHEREAS, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, an Applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey is authorized to submit a Used Oil Payment Program application to CalRecycle; and

BE IT FURTHER RESOLVED that the Director of Health Services, or designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the OPP; and

BE IT FURTHER RESOLVED that these authorizations are effective for (5) years as of the date of Board approval through June 30, 2030.

PASSED AND ADOPTED on this _____ day of _____ 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

Introduced: 6/17/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing, for the purpose of providing supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics, for a term retroactive to May 31, 2025 through July 31, 2027, for a total Agreement amount of $750,000; and
b. Approve the Director of Health Services or designee to approve up to three (3) future Amendments that do not exceed 10% ($75,000) of the Agreement amount, do not significantly alter the scope of services, and do not exceed the maximum amount of $825,000; and
c. Authorize the Director of Health Services or designee to approve Amendments to add Classifications and pay rates, as needed, so long as there are no changes to either the term of the Agreement or the revised not to exceed amount of $825,000.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing, for the purpose of providing supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics, for a term retroactive to May 31, 2025 through July 31, 2027, for a total Agreement amount of $750,000; and
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c. Authorize the Director of Health Services or designee to approve Amendments to add Classifications and pay rates, as needed, so long as there are no changes to either the term of the Agreement or the revised not to exceed amount of $825,000.

SUMMARY/DISCUSSION:

The County of Monterey Health Department protects the health and safety of Monterey County residents by providing core public health services, outpatient clinic services, mental health services, credible information to enhance health decisions and partners with federal, state, and local organizations to promote good health.

Amergis Healthcare Staffing, Inc. (previously known as Maxim Healthcare Staffing) operates a supplemental medical staffing agency and has employed licensed health care personnel to supplement the Health Department operational staffing needs in Behavioral Health, Clinic Services, and Public

Health Bureaus. The County has used this contractor beginning at the onset of the COVID - 19 pandemic. As such, the County of Monterey Human Resources Department originally issued a notice to the Monterey Registered Nurses Association on September 18, 2020, regarding this Agreement as required by the Memorandum of Understanding (MOU) with the Association.

The Health Department recommends approval of this Agreement to ensure that licensed health care personnel remain temporarily assigned to the County of Monterey to assist in the areas of Public Health, Clinic Services, and Behavioral Health.

This Agreement is retroactive due to the negotiations and discussions involving the payment of outstanding invoices with the new contractor name of Amergis Healthcare Staffing, instead of the previous/original contractor name of Maxim Healthcare Staffing.

Amergis started submitting invoices under its new name, which initially created payment issues because their documentation showed a different FEIN/TIN than what was on file for Maxim Healthcare Staffing. This made an Assignment and Assumption Agreement inapplicable. Upon further review, it was discovered that Amergis had in fact submitted the required Vendor Data Record on September 2, 2020, showing the same FEIN/TIN. Unfortunately, this update was not entered into Advantage due to an oversight likely related to the disruptions during the early stages of COVID-19.

A one-time Purchase Order has since been approved by the Contracts & Purchasing Officer to pay all outstanding invoices under the new contractor's name (Amergis). The payments are intended to cover outstanding and past-due invoices owed to Amergis Healthcare Staffing, Inc. from October 5, 2024 through May 30, 2025.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1. Build Community Power and Partners' Capacity to Increase Equity and Improve Health; 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services; and 3. Enhance Employee Wellbeing and Workforce Capacity. It also supports four of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; 2. Diagnose and investigate health problems and health hazards in the community; 3. Inform, educate and empower people about health issues; and 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is financed with grant funds and department revenues. The associated appropriations are included in the Health Department's Public Health Bureau (001-4000-8124-HEA003), Clinic Services Bureau (001-4000-8592-HEA007), and the Behavioral Health Bureau (023-4000-8410 HEA012) FY 2025-26 Requested Budget. In future FYs, appropriations for this Agreement will be included as part of the Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

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- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Marti Lugo, Management Analyst II, 755-4645
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 6/17/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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RECOMMENDATION:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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Prepared by: Marti Lugo, Management Analyst II, 755-4645
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 1CA70A46-06FF-443C-A7CA-AC497E243ED1

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics included but not limited to vaccine clinics, outpatient clinic coverage, or other health matters.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 750,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 31, 2025 to July 31, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Business Associate Agreement

Docusign Envelope ID: 1CA70A46-06FF-443C-A7CA-AC497E243ED1

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Initial
BV
Contractor

Auto Liability Coverage: must include motor vehicles, including ~~scheduled~~, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

County

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cindy Girard-Berry, Human Resources Manager	Troy Kato, Business Development Manager
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	trkato@amergis.com
Address	Address
831.755.4547	831.588.2228 / 510.982.3830
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta
County Counsel
Chief Deputy County Counsel

Date: 6/17/2025 | 10:01 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F8... Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I

Date: 6/17/2025 | 10:13 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Amergis Healthcare Staffing, Inc.
Contractor/Business Name *

By: Signed by: Benjamin Veldman 27DC8B415169458...
(Signature of Chair, President, or Vice-President)

Benjamin Veldman Assistant Controller
Name and Title

Date: 6/16/2025 | 8:44 AM PDT

By: Signed by: Austin Koehn 1EDDE1EE5002F8E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Austin Koehn Assistant Controller
Name and Title

Date: 6/16/2025 | 6:42 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND AMERGIS HEALTHCARE STAFFING, INC. DBA AMERGIS GOVERNMENT STAFFING

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **AMERGIS HEALTHCARE STAFFING, INC. DBA AMERGIS GOVERNMENT STAFFING** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0 of the Agreement, shall be amended and restated in its entirety to read as follows:

"1.0. GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENTS:

1.01 General Description:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics included but not limited to vaccine clinics, outpatient clinic coverage, or other health matters.

1.02 Termination of Prior Agreement:

County and CONTRACTOR, under its former corporate name Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc., previously entered into that certain Maxim Healthcare Staffing Services, Inc. Professional Services Agreement effective October 28, 2020 (the "Prior Agreement"). County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this

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Agreement. Therefore, as of the Effective Date of this Agreement, County and CONTRACTOR agree that Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect."

********** SIGNATURE PAGE TO FOLLOW **********

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing

Approved:

Signed by:
By: Benjamin Veldman
27DC8B415169458...

Benjamin Veldman ~~Assistant Controller~~
Name and Title

Date: 6/16/2025 | 8:44 AM PDT

Approved:

Signed by:
By: Austin Koehn
EEDF1EC502774F3...

Austin Koehn ~~Assistant Controller~~
Name and Title

Date: 6/16/2025 | 6:42 AM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...

Title: ~~Chief Deputy County Counsel~~

Date: 6/17/2025 | 10:01 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Patricia Ruiz Patricia Ruiz
E79EF64E57454F6...

Title: Auditor Controller Analyst I

Date: 6/17/2025 | 10:13 AM PDT

Approved:

By: _____

Title: _____

Date: _____

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EXHIBIT A

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "COUNTY"
AND
Amergis Healthcare Staffing Inc. hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below specifically for the Clinic Services, Public Health, and Behavioral Health Bureaus of the COUNTY:

A.1.1 CONTRACTOR will provide supplemental licensed health care staffing ("Amergis Staff Personnel") to the COUNTY to work with COUNTY staff on matters related to Health, including but not limited to: COVID-19 pandemic response efforts; vaccine clinics; outpatient clinic coverage or other Health matters. Amergis Staff Personnel provided to COUNTY are employees of CONTRACTOR and are subject to CONTRACTOR's standard screening process. Nothing in this AGREEMENT shall create an employer and employee relationship between CONTRACTOR employees and COUNTY.

A.1.2 Use of County Materials and Equipment
The COUNTY will allow the CONTRACTOR to utilize COUNTY-owned materials and equipment as necessary to perform the services outlined in this agreement. The COUNTY shall provide access to such materials and equipment at designated locations and times, as determined by the COUNTY.

The CONTRACTOR agrees to:

A.1.2.1 Use COUNTY materials and equipment solely for the purpose of fulfilling the obligations under this contract.
A.1.2.2 Ensure proper handling, care, and operation of all COUNTY-provided equipment and materials.
A.1.2.3 Return all materials and equipment in the same condition as received, subject to normal wear and tear.
A.1.2.4 Be responsible for any loss, damage, or misuse of COUNTY-provided materials and equipment resulting from negligence or improper use.

The COUNTY retains the right to inspect, monitor, and revoke the use of any materials or equipment at its discretion.

Amergis Healthcare Staffing, Inc.
Term: 5/31/2025 – 7/31/2027
NTE: $750,000

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A.1.3 CONTRACTOR will assign COUNTY with Amergis Staff Personnel who, prior to reporting for On-Boarding, already meet the following criteria ("Criteria").

A.1.3.1 Possess current state license/registration and or certification.

A.1.3.2 Possess CPR certification, to comply with State law.

A.1.3.3 Possess current skills competency to include, written exam and verified work history.

A.1.3.4 Completed CONTRACTOR standard OSHA and HIPAA training.

A.1.3.5 CONTRACTOR will complete pre-employment screening as required, to include criminal background check(s), TB skin test or chest X-ray as required by law; and a minimum of two (2) work related reference checks; and anything additional, as required by AGREEMENT.

A.1.3.6 CONTRACTOR, prior to each assigned Amergis Staff Personnel reporting for On-Boarding, will provide written evidence that each assigned Amergis Staff Personnel meets the Criteria listed above.

A.1.4 COUNTY will be responsible for providing the following additional tests and trainings ("County Tests and Trainings").

A.1.4.1 A Live Scan fingerprint background check. Amergis Staff Personnel will complete the Live Scan immediately and no later than the first two consecutive weeks of their start date.

A.1.4.2 A QuantiFERON (QFT)TB test, Amergis Staff Personnel will receive the test on the first day they report for On-Boarding.

A.1.4.3 For Amergis Staff Personnel assigned to the outpatient clinics, CONTRACTOR shall work with COUNTY assigned Credentialing Staff to ensure that all required Credentialing applications are completed and supporting documentation is provided prior to start date in clinic.

A.1.5 The continued assignment of Amergis Staff Personnel, will depend on whether the Amergis Staff Personnel pass the COUNTY Tests and Training. COUNTY shall compensate CONTRACTOR for hours Amergis Staff Personnel attend COUNTY On-Boarding, and COUNTY Tests and Training and shall compensate Amergis Staff Personnel for any hours actually worked for the COUNTY up until dismissal.

A.1.6 **Employment and Taxes**. CONTRACTOR will follow its standard employment policies and procedures to verify that all Amergis Staff Personnel meet applicable licensing requirements. CONTRACTOR will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

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A.1.7 Non-performance. If COUNTY concludes, in its sole discretion, that any Amergis Staff Personnel provided by CONTRACTOR have engaged in misconduct, or have been negligent, COUNTY may require the Amergis Staff Personnel to leave the premises and will notify CONTRACTOR immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY'S obligation to compensate CONTRACTOR for such Amergis Staff Personnel's services will be limited to the number of hours actually worked. CONTRACTOR will not reassign the individual to COUNTY without prior approval of the COUNTY.

A.1.8 Right to Dismiss. COUNTY may request the dismissal of any Amergis Staff Personnel for any reason. COUNTY agrees to notify CONTRACTOR of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY shall be obligated to compensate CONTRACTOR for all Amergis Staff Personnel for hours actually worked prior to dismissal.

A.1.9 Incident Reports. COUNTY shall report to CONTRACTOR any unexpected incident known to involve any Amergis Staff Personnel.

A.1.10 Workers' Compensation. CONTRACTOR shall cover Amergis Staff Personnel under CONTRACTOR'S own Workers' Compensation Policy throughout the term of this AGREEMENT.

A.1.11 PERS Notification. CONTRACTOR shall identify in writing to COUNTY, any individual with prior PERS (Public Employees' Retirement System) affiliation who is sent to report for COUNTY service under the Agreement, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to COUNTY.

A.1.11.1 CONTRACTOR shall identify in writing to COUNTY, any PERS annuitant who is sent to report for COUNTY for service under the AGREEMENT, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to COUNTY.
The term "**identify**" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security number.
The term "**PERS affiliation**" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS (California Public Employees' Retirement System).

A.1.11.2 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the COUNTY of such individual.

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The term "**PERS annuitant**" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

A.1.12 Supplemental Employee Assignment, Tracking Hours. CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR'S employee for all assignments with The County of Monterey (this will include all County of Monterey Departments or Agencies, including Natividad Medical Center).

A.1.12.1 CONTRACTOR shall notify the Monterey County Health Department's Human Resources Manager via email (email address to be provided once AGREEMENT is executed) when an individual employee's hours working for The County of Monterey are approaching 650 hours in a fiscal year (July 1st through June 30th).

A.1.13 An employee of the CONTRACTOR shall not be assigned to work at The County of Monterey, for more than 720 hours in a fiscal year (July 1st through June 30th).

A.1.14 The County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year (July 1st through June 30th).

A.1.15 Placement Fee. CONTRACTOR agrees after thirteen (13) weeks, or 520 hours, of service by one of CONTRACTOR's employees, the COUNTY may hire the CONTRACTOR's employee at no cost to the COUNTY.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

B.1.1 COUNTY shall pay an amount not to exceed **$750,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service Title	Local Rate per hour	Travel Rate per hour
Registered Nurse, less than 1-year experience	$72	$75
Registered Nurse (RN)	$75	$78
Supervising Registered Nurse	$75	$78
Public Health Nurse (PHN), RN	$85	$88
LVN	$55	$58
Clinical Laboratory Scientist	$85	$85
Physical Therapist	$87	$90
Occupational Therapist	$85	$85
Licensed Clinical Social Worker (LCSW) or Licensed Marriage & Family Therapist (LMFT)	$78	$80
Associate Clinical Social Worker (ASW)	$75	$77

B.1.1.1 The term, "**Local Rate per hour**" is defined for purposes of this Section to mean the hourly rate of pay Amergis Staff Personnel will receive that reside within fifty (50) miles of the County worksite.

B.1.1.2 The term, "**Travel Rate per hour**" is defined for purposes of this Section to mean the hourly rate of pay Amergis Staff Personnel will receive when Amergis Staff Personnel resides over fifty (50) miles from the County worksite.

B.1.1.3 Hourly rates, both "Local Rate per hour and Travel Rate per hour," will begin when Amergis Staff Personnel arrive and start shift at the assigned COUNTY location. There will be no commute or travel reimbursement allowed during this AGREEMENT.

B.1.1.4 **Weekend,** Rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7 a.m. on Monday.

B.1.1.5 **Orientation,** Rates listed above will include all time spent in required COUNTY orientation and trainings.

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B.1.1.6 **Overtime,** Rates are charged for all hours worked in excess of forty (40) hours per week or according to State law. Overtime must be pre-approved in writing by COUNTY Manager assigned to project. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

B.1.1.7 **Holidays,** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday.

B.1.1.8 The Health Director or Human Resources Manager and CONTRACTOR may add Classifications and payrates, as needed, by a written amendment signed by the parties.

Amergis Healthcare Services Holiday Schedule:

New Year's Eve (from 3 p.m.)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 p.m.)
Easter	Presidents Day
Martin Luther King Day	Juneteenth

B.1.2 CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

B.2.1 NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices **shall** be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: lugoma@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration
1270 Natividad Road
Salinas, CA 93906

B.2.2 COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

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B.2.3 No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

B.2.4 COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B.2.5 DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective May 31, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Amergis Healthcare Staffing, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Amergis Healthcare Staffing, Inc.
Attn: Troy Kato

Phone: 831.588.2228 / 510.982.3830
Fax:
Email: trkato@amergis.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

Docusign Envelope ID: 1CA70A46-06FF-443C-A7CA-AC497E243ED1

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Benjamin Veldman 27DC8B415169458...	By: _____
Print Name Benjamin Veldman	Print Name: _____
Print Title Assistant Controller	Print Title: _____
Date: 6/16/2025 | 8:44 AM PDT	Date: _____

Introduced: 6/4/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

~~a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, effective July 1, 2025 through June 30, 2026, not to exceed $251,127; and~~
~~b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($25,113) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $276,240.~~ (REMOVED VIA SUPPLEMENTAL)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, effective July 1, 2025 through June 30, 2026, not to exceed $251,127; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($25,113) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $276,240.

SUMMARY:
California Assembly Bill 109 (AB 109), Public Safety Realignment Act of 2011, allocates funding to counties for the implementation of state-mandated local programs related to adult offenders that have been realigned from State to local jurisdictions. The Probation Department serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan for the County of Monterey. Funding is allocated for custody, supervision, and treatment services. The Probation Department recommends entering a Standard Agreement with Turning Point of Central California, Inc. (Turning Point) to provide employment training and job placement services for adult offenders eligible under AB 109.

DISCUSSION:
AB 109 allocates funding to counties for state-mandated local programs related to adult offenders that have been realigned from the State to local jurisdictions. The Probation Department serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan; this plan includes funding for employment training and job placement services.

For fiscal year 2025-2026, AB 109 funding in the amount of $251,127 has been allocated to Turning Point to provide employment training and job placement support services for adult offenders eligible for the programs. Turning Point is a non-profit agency providing services in collaboration with other AB 109 funded programs. Turning Point provides structured programs designed to assist with job search and placement assistance, career counseling, job referrals, job development including working with employers, and attending workshops, as well as subsidized employment. This program is designed to provide the program participants with the skills and confidence to seek employment for a successful transition into the community. The recommended Standard Agreement will allow Turning Point to provide these services for fiscal year 2025-2026.

OTHER AGENCY INVOLVEMENT:
The Standard Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal terms.

FINANCING:
Funding for this agreement in the amount of $251,127 is provided by the State's AB 109 Public Safety Realignment allocation. The FY 25-26 AB 109 recommended budget was presented to and approved by the Community Corrections Partnership (CCP) on February 5, 2025. The funding is included in Probation's Recommended FY 25-26 Budget, 001-2550-PRO001-Unit 8165. There is no additional cost to the County General Fund associated with this recommendation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommendation to approve the Standard Agreement with Turning Point, Inc. supports the Board of Supervisors Strategic Initiatives of: 1) Economic Development by providing training and employment opportunities to improve economic circumstances of the realigned population; 2) Health and Human Services by providing access to County services that improve quality of life and encourage healthy lifestyle choices; and 3) Public Safety by encouraging self-sustainability to aid in crime prevention and successful reintegration into the community.

X Economic Development
___ Administration
X Health & Human Services
___ Infrastructure
X Public Safety

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
FY 25-26 Agreement with Turning Point for AB 109 Employment Services

Introduced: 6/4/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, effective July 1, 2025 through June 30, 2026, not to exceed $251,127; and
b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed 10% ($25,113) of the original Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of $276,240.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Probation Officer to execute an Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, effective July 1, 2025 through June 30, 2026, not to exceed $251,127; and
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SUMMARY:
California Assembly Bill 109 (AB 109), Public Safety Realignment Act of 2011, allocates funding to counties for the implementation of state-mandated local programs related to adult offenders that have been realigned from State to local jurisdictions. The Probation Department serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan for the County of Monterey. Funding is allocated for custody, supervision, and treatment services. The Probation Department recommends entering a Standard Agreement with Turning Point of Central California, Inc. (Turning Point) to provide employment training and job placement services for adult offenders eligible under AB 109.

DISCUSSION:
AB 109 allocates funding to counties for state-mandated local programs related to adult offenders that have been realigned from the State to local jurisdictions. The Probation Department serves as lead agency and fiscal agent for the implementation of the AB 109 Public Safety Realignment plan; this plan includes funding for employment training and job placement services.

For fiscal year 2025-2026, AB 109 funding in the amount of $251,127 has been allocated to

Turning Point to provide employment training and job placement support services for adult offenders eligible for the programs. Turning Point is a non-profit agency providing services in collaboration with other AB 109 funded programs. Turning Point provides structured programs designed to assist with job search and placement assistance, career counseling, job referrals, job development including working with employers, and attending workshops, as well as subsidized employment. This program is designed to provide the program participants with the skills and confidence to seek employment for a successful transition into the community. The recommended Standard Agreement will allow Turning Point to provide these services for fiscal year 2025-2026.

OTHER AGENCY INVOLVEMENT:
The Standard Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal terms.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommendation to approve the Standard Agreement with Turning Point, Inc. supports the Board of Supervisors Strategic Initiatives of: 1) Economic Development by providing training and employment opportunities to improve economic circumstances of the realigned population; 2) Health and Human Services by providing access to County services that improve quality of life and encourage healthy lifestyle choices; and 3) Public Safety by encouraging self-sustainability to aid in crime prevention and successful reintegration into the community.

X Economic Development
___ Administration
X Health & Human Services
___ Infrastructure
X Public Safety

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
FY 25-26 Agreement with Turning Point for AB 109 Employment Services

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Turning Point of Central California, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Employment training and job placement services for clients eligible for the AB109 Public Safety Realignment Plan, which includes Post Release Community Supervision, Mandatory Supervision, and Intensive Supervision.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 251,127.10

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: AB109 Grant Guidelines Exhibit

Exhibit C: Public Safety Realignment Act of 2011

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jose Ramirez, Chief Probation Officer	Ryan Banks, Chief Executive Officer
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 7447, Visalia, CA 93920-7447
Address	Address
(831) 755-3913, Fax (831) 759-7246	(559) 732-8086
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Turning Point of Central CA, Inc.
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, through the Probation Department,
hereinafter referred to as "County"
and
Turning Point of Central California, Inc.,
hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide AB109 **Employment Services** to all clients referred by the Probation Department and identified as AB109 funded participants. AB109 funded participants include Post Release Community Supervision (PRCS), Mandatory Supervision, and Intensive Supervision probationers. CONTRACTOR'S services include an employment program consisting of employment training, job placement, support services, and career counseling, as described below.

A.1.1 Program Overview

The employment program will be designed to meet the special training and employment needs of the adult offender population. The length of the program will vary based on participant needs. Services will be customer focused and customized to meet the precise needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and a primary outcome of the program. All contacts through each phase and status shall be clearly documented in Probation's Case Management Supervision System.

Fifty (50) men and women will be placed into unsubsidized employment. It is anticipated that at least fourteen (14) of the fifty (50) will require subsidized training prior to job placement and all participants will require supportive services per assessed needs. CONTRACTOR will set-aside $38,436 for client job training and supportive services.

CONTRACTOR will assign one (1.0 FTE) full-time Employment Specialist and one (0.25FTE) part-time Casework Supervisor to the program. These staff will work under the direct supervision of the Adult Employment Services Program Director (..50 FTE), who has extensive experience in managing Adult

Employment Programs of the adult offender population. Additionally, CONTRACTOR will leverage the resources of their offender programs, established community partnerships, and a strong employer database to support client success.

A.1.2 Program Referrals

Program referrals will be submitted electronically by Monterey County Deputy Probation Officers (DPOs). Referrals shall be reviewed and accepted within two (2) business days and processed with collaborative communication between CONTRACTOR'S program staff and DPOs. Enrollment begins once a referral has been "accepted". If the participant fails to respond or engage in service delivery, they may be "dismissed" after communicating with the referring DPO. All service delivery efforts and communications shall be recorded in County's Case Management Supervision System.

A.1.3 Client Orientation

Orientations to program services will be conducted individually upon the first contact with the client provided a referral has been received. Orientations will provide clients with information on CONTRACTOR'S AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment. All service delivery efforts and communications shall be recorded in County's Case Management Supervision System.

A.1.4 Program Eligibility and Initial Assessment

Eligibility and Initial Assessment appointments will be available within one (1) business day following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal, and other issues that may require resolution prior to employment. If it is determined that with CONTRACTOR'S assistance client is ready to seek employment, enrollment will be conducted immediately, and a case file started. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment following resolution. All interactions with clients shall be recorded in County's Case Management Supervision System.

A.1.5 Employment Services

(i) Case Management. Case Management will begin at the onset of services. The Casework Supervisor will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based

technologies, and job and career counseling during program participation, and after job placement.

The Casework Supervisor will ensure that the full array of CONTRACTOR employment services is available to clients as part of their Case Management plan. CONTRACTOR'S wide range of community linkages will be utilized to support client objectives. Counseling, intervention activities, and collaboration with partner agencies will be part of the matrix of services to ensure employment success.

The Casework Supervisor will meet with his/her client no less than weekly at the onset of services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented in County's Case Management Supervision System, and on a case note form and maintained in the client file. Client meetings will include ongoing Pre-Employment and Job Retention Skills Training. This vital training will continue to reinforce with clients "How to get a job", "How to keep a job" and "How to advance on the job."

(ii) Assessment. The Casework Supervisor will provide a comprehensive assessment for each client, consisting of an examination of the individual's capabilities, needs, and vocational potential in order to develop a service strategy, and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the client's family situation, work history, education, occupational skills, interests and aptitudes (including those for nontraditional occupations). Also, critical to evaluation and planning will be assessing attitude toward work, motivation, behavior patterns affecting employment potential, financial resources, and need for supportive services. Recognizing the influences and experience of most offenders, the Casework Supervisor will also closely observe clients' social and interpersonal skills as indicators of how well they can communicate and work with others. Background information and conviction records relevant to employability will be factored into the assessment.

(iii) Individual Employment Plan (IEP). The Casework Supervisor will develop, with the client, an IEP outlining his or her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input, will form the basis of the IEP.

The IEP will include client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; labor market; self-sufficiency requirements; client's objectives and any need for support services. The IEP will be used as a "road map", guiding the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Case Manager and the client and shall be recorded in County's Case Management System.

The IEP will be reviewed by the Casework Supervisor with the client no less than monthly. It is a "living" document and can be changed as continued assessment reflects the need for such. All changes, review notes, and progress in meeting the planned objectives will be documented by the Casework Supervisor in the IEP.

(iv) Employability. Instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include components of the following:

Life Skills: soft skill development; self-sufficiency; goal setting; financial planning; transportation; housing.
Pre-employment Skills: gathering information; identification of skills; applications; resumes; interviewing; job search; phone etiquette; writing and basic office machine skills; employer expectations; job retention.
***Marketable Work Habits*:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork, problem solving, ethics; career advancement.

(v) On-the-Job Training (OJT). OJT will be used for clients with little or no work history/skills or those that have been out of the job market for a long period of time. This training component will best serve clients that need training to be employable; however, require income to meet their basic needs. OJT's will provide valuable job-related skills in a real work environment. Additionally, training while employed provides supplementary soft skill development under the supervision of an employer. Bi-weekly client evaluations will track job related and soft skills development and provide the opportunity to adjust the training if needed. All OJT efforts and communications shall be recorded in County's Case Management Supervision System.

(vi) Participant Referral to Job Site. Once a suitable On-the-Job Training site is identified, the Employment Specialist will schedule an interview between the employer and the client. The client will be coached with a review of their training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed. Before the interview, the Employment Specialist will provide "need to know" only information to the employer, addressing the individual's record, conditions of court supervision, and IEP information. Directly following the interview, the Employment Specialist will conduct an interview with both parties. An OJT Agreement is developed with the employer following a successful interview. A negative interview is analyzed and factored into employer compatibility and the participant's ongoing assessment. The outcome, whether positive or negative will be conveyed to the referring DPO and shall be recorded in County's Case Management System.

The Employment Specialist will screen OJT sites relative to client's probation conditions to avoid compromising the client's probation or the worksite. The Employment Specialist will also seek local business OJT sites based on advanced knowledge of their stated restrictions for hiring offenders. CONTRACTOR will not broker OJTs with employers who have exhibited a previous pattern of failing to provide agreed upon training obligations or fail to provide the OJT client with benefits equal to other employees doing the same kind of work for the same length of time.

(vii) Development of On-The-Job Training Agreements**.** The Employment Specialist will assess potential OJT employment sites for job advancement opportunities, rate of pay, suitability to the client's skills, and career or educational goals, and likelihood of retention. Actual placement will be the culmination of staff-assisted job development and the client's IEP.

The Employment Specialist will utilize its effective working relationships with numerous public, non-profit, and private employers. CONTRACTOR'S philosophy in training site and job opportunity development will be that of building productive relationships based on trust and reliability. OJT sites will be developed with a focus on employers committed to hiring clients following training. The agency will develop the OJT training outline and enter into OJT Agreements with each employer based on a template pre-approved by the Monterey County Probation Adult Division Director.

Employment/Employer Training and support will be a key element to job retention and an integral part of job development and placement. Job development is individual and customized to the employer needs, worksite culture and the characteristics of the client. Employers will be educated to the benefits of hiring adults from the AB109 Employment Services Program, such as: employer reimbursement for training; job ready employees, money saved on employee recruitment, customized training, reduced screening and interviewing time, contribution to positive outcomes for at-risk adults, follow up services, and job retention support.

CONTRACTOR will conduct continuous active marketing to employers in and around Monterey County to promote awareness and encourage use of the AB109 Employment Services Program. Promotion will stress professional satisfaction, monetary savings, and community awareness as three critical benefits to the employer.

(viii) Performance Evaluations. Client Performance Evaluation forms will be provided to the employer at the start of training. Employers will be trained in the use of evaluations in support of skill and work habit development and job retention. The evaluation will allow the employer to rate the trainee and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion. These will start most of the clients' documented credibility in the world of work. Many will be used in interviews, as prior clients seek career advancement, to evidence that they have truly changed behaviors. Copies of the Client's Performance Evaluation forms will be forwarded to the referring DPO and recorded in County's Case Management Supervision System.

(ix) Worksite Visits. Worksite visits will be conducted bi-weekly by the Employment Specialist (more often if needs indicate) for OJT supervision. The monthly Performance Evaluation will be reviewed with the employer and client. This will be an opportunity to address any areas of concern and develop a plan to remedy such and applaud successes. Staff, employer and the client will all review, sign and date the evaluation, for retention in the client's file. OJT Training Outlines will be reviewed at the worksite visits also and used as a monitoring tool to ensure employer compliance with the Employment Agreement and assess skill development. As with the evaluations, should there be any areas of concern, corrective arrangements will be developed and

carried out. Worksite visits shall be entered into the County's Case Management Supervision System.

A.1.6 Support Services

CONTRACTOR will provide Support Services to clients who are unable to meet their needs through their own resources, or partnership agencies. Support Services will include but not be limited to, work tools and safety equipment, food, clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with their objective of self-sufficiency in mind.

A.1.7 Career Counseling

Comprehensive Career Counseling will be provided by CONTRACTOR'S staff, with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data such as Occupational Exploration Guide (a guide to career, learning and lifestyle options the O*NET (Career Exploration).

A.1.8 Placement in Unsubsidized Employment Following Training

Permanent, unsubsidized employment for clients will be the goal of all program components. CONTRACTOR anticipates a placement rate following training of 75% or higher. The Employment Specialist will develop work opportunities for clients that provide skill development in a work environment that supports their career and personal goals. CONTRACTOR will develop OJTs with transparency, providing education and support regarding the special issues of the offender and addict population. OJT's will be developed specifically for each client with a focus on making a good job match. CONTRACTOR maintains a large employer data base of employers amenable to hiring the offender population.

A.1.9 Job Retention

CONTRACTOR will implement an established strategy for retention. The foundation for helping participants retain their jobs will begin at onset of services and continue throughout follow-up. Because the offender population is at considerable risk of returning to old behaviors, CONTRACTOR will facilitate the development of client support networks with the agencies' partnerships and linkages. Staff will educate each employer on the client risk

factors (such as substance abuse, institutionalized behavior, etc.) to afford prompt intervention with counseling and related services.

Clients will be encouraged to return to pre-employment services for additional support as appropriate. CONTRACTOR will work with the client's family to alleviate challenges that may impede on-the-job success. All contacts will be documented in the clients file and reviewed regularly at full case conference to assess for maximum support. To support long-term employment, focus will remain on OJT opportunities in supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

A.1.10 Follow-Up Services

Follow-up services will be conducted at least twice during the 1st quarter after job placement. CONTRACTOR will follow up through phone contacts, work site visits, mail correspondence, employer and support system contacts and retention strategies. Should reemployment become necessary, a new referral will be obtained. All follow-up communications shall be recorded in County's Case Management Supervision System.

A.2 DATA COLLECTION

Individual participant data will be collected for each participant from referral to discharge. Service delivery data collection shall reflect dates of services received, outcome of service delivery, client satisfaction survey for those that complete, and related participant expenditures. All data will be entered into the County's Case Management Supervision System.. Users are responsible for maintaining appropriate use and confidentiality of user license and information accessed; and accurately entering data on a daily basis. Notification of new users or employees who are separating from employment or changing roles must be submitted in writing to the Probation Services Manager.

A.3 EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. It is expected that staff will fully utilize evidence-based practices and techniques to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probation's program evaluation of their service delivery.

A.4 MANAGEMENT PLAN AND STAFFING

Classification/Title	Full-Time Equivalent (FTE)
Employment Specialist	1.0 FTE
Program Director	.50 FTE
Casework Supervisor	0.25 FTE

CONTRACTOR shall notify the Adult Division Director, Probation Services Manager, and the Assistant Chief or Chief Probation Officer of any change in staffing within two working days of the modification. Notification must be provided in writing.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an annual amount not to exceed **$251,127.10** for Fiscal Year (FY) 2025-2026 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Total compensation to CONTRACTOR not to exceed $251,127.10.

CONTRACTOR'S compensation for services rendered shall be based on the following budget, rates, and in accordance with the following terms:

Budget Line Item	Annual Budget Amount
Salary and Benefits	$152,105.70
Operating Costs	$27,829.69
Client Job Training* and Employment Support Services	$38,436
SUBTOTAL	**$218,371.39**
Indirect Costs (not to exceed a maximum of 15% of monthly invoices for direct costs)	$32,755.71
TOTAL	**$251,127.10**

All fees and costs stated herein shall include all applicable tax.

* Client job training is based on an average wage of $16.50 per hour (at a 50% employer reimbursement rate) for eight (8) weeks.

NOTE: CONTRACTOR will charge eligible expenses as allocated by budget line item. Providing that the total Agreement amount remain unchanged, CONTRACTOR may request to reallocate funds between the different budget line items, with the exception of the line items for "Client Job Training and Employment Support Services" and "Operating Costs," which are specifically excluded from reallocation. CONTRACTOR must submit a written request/justification and receive written approval by the Office of the Chief (or designee).

B.2 DIRECT AND INDIRECT COSTS

Direct costs are costs that provide measurable, direct benefits to particular programs. For CONTRACTOR, these are costs that relate directly to programs and also support costs that relate to the peripheral services necessary to maintain the programs. CONTRACTOR direct costs are salaries and benefits of staff working directly with Probation clients ("service delivery staff"), program management staff salary and benefits for allocated time spent directly supervising service delivery staff and providing program oversight; client job training and employment support services payment costs for supportive items for clients such as bus passes, interview clothing, personal hygiene items for clients, client wage subsidies; and operating costs consisting of office supplies for the program, rent, utilities and telephones for office space occupied by staff working directly with Probation clients.

Indirect costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing.

An indirect cost rate is the percentage of an organization's indirect costs to its direct costs and is a standardized method of charging individual programs for their share of indirect costs.

The indirect cost rate can be used to budget the maximum amount of indirect costs allowable for a program and then to claim the actual amount of indirect costs after the program expenditures have been made. <u>When recovering/charging indirect costs, the indirect cost rate is applied to the amount actually expended for direct costs, not the total amount budgeted.</u>

Example of charging indirect costs: Assume a CONTRACTOR'S approved indirect cost rate is ten percent (10%). During the year, the CONTRACTOR'S actual direct cost expenditures totaled $8,000. The maximum amount that can be charged to the grant/contract for indirect costs is $800, which is $8,000 times 10%.

B.3 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall invoice County monthly. CONTRACTOR shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses, such as system generated payroll reports, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the Agreement terms and conditions and may cause reimbursement to be delayed or denied. Salary costs reimbursable under this Agreement include vacation, sick leave, and compensating time off (CTO) earned and paid to vendor employees during the Agreement performance period. Balances accrued during the Agreement funding cycle, but not used and paid to the employee, cannot be claimed. The leave costs claimed must be proportional to the amount of time spent by the employee working on the Agreement Scope of Services. Expenses may only be incurred prior to June 30, 2026.

EXHIBIT B

Public Safety Realignment Act of 2011 (AB 109) Grant Guidelines

SUMMARY

The Public Safety Realignment Plan for Monterey County was developed by the local Community Corrections Partnership (CCP) and approved by its Executive Committee and Monterey County Board of Supervisors.

DISCUSSION

The Public Safety Realignment Act of 2011 shifts responsibility for low-level offenders and parole supervision from the state to the counties. The state will continue to incarcerate offenders who commit serious, violent, or sex crimes, but the counties will supervise, rehabilitate and manage lower-level offenders. Local authority is extended to three new populations: a) specified non-violent, non-serious, non-sex offenders ("non-non-non"), who will no longer be sent to a state prison, but could serve time in jail and/or be supervised by Probation; b) eligible offenders who, after their prison sentence, will be managed by Probation under the new Post Release Community Supervision Program (PRCS); and c) parole violators who did not commit a new crime.

The Public Safety Realignment Plan promotes the design and implementation of a system of "community-based punishment" utilizing evidence-based correctional sanctions and programming other than jail incarceration. Intermediate sanctions include Electronic Monitoring, flash incarceration, community service, participation in residential and outpatient treatment programs, and educational and vocational training services. This represents a balanced approach that combines offender case management based on classification of recidivism risk, alternatives to detention, jail management and local incarceration, and evidence-based rehabilitative and treatment services for individuals under PRCS, Mandatory Supervision, and high-risk probationers.

BASIC GUIDELINES

Both parties agree to follow the guidelines of AB 109 as set forth in the legislation and in the guidelines and interpretations by the California Board of Corrections. It is understood between the parties that AB 109 funding is intended to be used prior to June 30, 2026, and that all expenditures of funds must adhere to the guidelines contained in that legislation.

It also is understood that the Probation Department bears oversight responsibility for administration of this grant and must monitor each participating agency's adherence to mandated guidelines.

If the appropriated grant funds are discontinued or otherwise become unavailable to County during the term of the Agreement or any extension thereof, County shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

EXHIBIT C

Public Safety Realignment Act of 2011

"California must reinvest its criminal justice resources to support community-based corrections programs and evidence-based practices that will achieve improved public safety returns on this state's substantial investment in its criminal justice system. Realigning low-level felony offenders who do not have prior convictions for serious, violent, or sex offenses to locally run community-based corrections programs, which are strengthened through community-based punishment, evidence-based practices, improved supervision strategies, and enhanced secured capacity, will improve public safety outcomes among adult felons and facilitate their reintegration back into society. Community-based corrections programs require a partnership between local public safety entities and the county to provide and expand the use of community-based punishment for low-level offender populations. Each county's Local Community Corrections Partnership, as established in paragraph (2) of subdivision (b) of Section 1230, should play a critical role in developing programs and ensuring appropriate outcomes for low-level offenders. Fiscal policy and correctional practices should align to promote a justice reinvestment strategy that fits each county. "Justice reinvestment" is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost-effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable. "Community-based punishment" means correctional sanctions and programming encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Community-based punishment may be provided by local public safety entities directly or through community-based public or private correctional service providers [et. seq]. "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post release supervision." (CA Pen. Code, § 17.5(a)(4)-(9).)

Introduced: 6/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize the Public Defender, Assistant Public Defender, or designee to execute a Standard Agreement with Step Up on Second Street, Inc. for $1,000,000 to provide Board of State and Community Corrections Proposition 47 Cohort IV grant funded housing services in Monterey County, with a term of July 1, 2025, through June 30, 2028; and
b. Authorize the Public Defender, Assistant Public Defender, or designee to execute up to five (5) future amendments to this Agreement, where the amendments do not alter the not-to-exceed of $1,000,000 and do not significantly alter the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Public Defender, Assistant Public Defender, or designee to execute a Standard Agreement with Step Up on Second Street, Inc. for $1,000,000 to provide Board of State and Community Corrections Proposition 47 Cohort IV grant funded housing services in Monterey County, with a term of July 1, 2025, through June 30, 2028; and
b. Authorize the Public Defender, Assistant Public Defender, or designee to execute up to five (5) future amendments to this Agreement, where the amendments do not alter the not-to-exceed of $1,000,000 and do not significantly alter the scope of work.

SUMMARY/DISCUSSION:
On November 12, 2024, per Board Order No. A-17152, the County of Monterey Board of Supervisors authorized the Office of the Public Defender to accept an $8,000,000 Proposition 47 Cohort IV Grant (Prop. 47) award from the Board of State and Community Corrections (BSCC) and authorized execution of the associated grant agreement to fund mental health services, substance use disorder services, housing related assistance, community-based supportive services, and additional prevention/early intervention diversion services to Prop. 47 eligible adults and juveniles.

Step Up on Second Street, Inc. (Step Up) is a nonprofit organization providing compassionate support to individuals experiencing serious mental health issues and chronic homelessness. Step Up offers a range of housing and support services to help individuals stabilize, reintegrate into the community, and thrive in recovery. With their proven track record of working with the Prop. 47 target population-and navigating the significant housing barriers facing this population-Step Up is an ideal partner to amplify impact of Prop. 47 funding throughout Monterey County.

This Agreement with Step Up establishes the framework for delivering comprehensive housing services-including rental assistance, rehousing, temporary housing costs, housing search and placement

assistance, and housing case management-for eligible Prop. 47 participants. It directly addresses critical housing gaps and improves access for a historically underserved population that is often excluded from traditional housing resources. With the provision of stable housing and wraparound support for eligible justice-impacted individuals, this Agreement directly advances the County's goals of reducing recidivism, enhancing public safety, and fostering long-term stability and recovery for the Prop. 47 population.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
There will be no impact to the General Fund from this action. This Agreement is funded by Proposition 47 Cohort IV Grant funding. The Proposition 47 Cohort IV Grant does not require matching funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

___ Economic Development
_X_ Administration
_X_ Health and Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Susan E. Chapman, Public Defender, x5806

Attachments:
Attachment A: Agreement with Step Up on Second Street, Inc.
Attachment B: Completed Board Order No. A-17152

Introduced: 6/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize the Public Defender, Assistant Public Defender, or designee to execute a Standard Agreement with Step Up on Second Street, Inc. for $1,000,000 to provide Board of State and Community Corrections Proposition 47 Cohort IV grant funded housing services in Monterey County, with a term of July 1, 2025, through June 30, 2028; and
b. Authorize the Public Defender, Assistant Public Defender, or designee to execute up to five (5) future amendments to this Agreement, where the amendments do not alter the not-to-exceed of $1,000,000 and do not significantly alter the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Public Defender, Assistant Public Defender, or designee to execute a Standard Agreement with Step Up on Second Street, Inc. for $1,000,000 to provide Board of State and Community Corrections Proposition 47 Cohort IV grant funded housing services in Monterey County, with a term of July 1, 2025, through June 30, 2028; and
b. Authorize the Public Defender, Assistant Public Defender, or designee to execute up to five (5) future amendments to this Agreement, where the amendments do not alter the not-to-exceed of $1,000,000 and do not significantly alter the scope of work.

SUMMARY/DISCUSSION:
On November 12, 2024, per Board Order No. A-17152, the County of Monterey Board of Supervisors authorized the Office of the Public Defender to accept an $8,000,000 Proposition 47 Cohort IV Grant (Prop. 47) award from the Board of State and Community Corrections (BSCC) and authorized execution of the associated grant agreement to fund mental health services, substance use disorder services, housing related assistance, community-based supportive services, and additional prevention/early intervention diversion services to Prop. 47 eligible adults and juveniles.

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This Agreement with Step Up establishes the framework for delivering comprehensive housing services-including rental assistance, rehousing, temporary housing costs, housing search and placement

assistance, and housing case management-for eligible Prop. 47 participants. It directly addresses critical housing gaps and improves access for a historically underserved population that is often excluded from traditional housing resources. With the provision of stable housing and wraparound support for eligible justice-impacted individuals, this Agreement directly advances the County's goals of reducing recidivism, enhancing public safety, and fostering long-term stability and recovery for the Prop. 47 population.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
There will be no impact to the General Fund from this action. This Agreement is funded by Proposition 47 Cohort IV Grant funding. The Proposition 47 Cohort IV Grant does not require matching funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

___ Economic Development
_X_ Administration
_X_ Health and Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Susan E. Chapman, Public Defender, x5806

Attachments:
Attachment A: Agreement with Step Up on Second Street, Inc.
Attachment B: Completed Board Order No. A-17152

Docusign Envelope ID: 6F80111C-4557-43B2-B9A2-0A021C0E1B0B

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Step Up on Second Street, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Board of State and Community Corrections (BSCC) Proposition 47 Cohort IV funded housing services, including rental assistance, rehousing, temporary housing costs, housing search and placement assistance, and case management for eligible Proposition 47 clients

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,000,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B: Activity Tracking Worksheet
Exhibit C: Salaries and Benefits Worksheet

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Ashley English, Management Analyst III	Ivan Garcia, Senior Director of Programs Inland Empire & Northern CA Regions
Name and Title	Name and Title
168 W. Alisal Street, Second Floor Salinas, CA 93901	1328 Second Street Santa Monica, CA 90401
Address	Address
(831) 755-5543	(909) 963-5355, Ext. 1999
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-17152
a. Authorize the Public Defender or designee to accept the $8,000,000 Proposition 47 Cohort IV Grant entitled "Effecting Change in Circumstances (ECC)" from the State of California Board of State and Community Corrections ("BSCC") to fund mental health services, substance use disorder services, housing related assistance, community based supportive services, and additional prevention/early intervention diversion services; and
b. Authorize the Public Defender or Chief Assistant Public Defender to execute the Grant Agreement No. BSCC1326-24 with BSCC for a total Grant amount of $8,000,000 for the grant period from October 3, 2024 through June 30, 2028.

PASSED AND ADOPTED on this 12th day of November 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 12, 2024.

Dated: November 19, 2024
File ID: A 24-505
Agenda Item No.: 58

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

Introduced: 6/18/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $93,326.49 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

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RECOMMENDATION/SUMMARY:

a. Authorize and approve the Director of the Monterey County Free Libraries ("MCFL") to accept donations totaling $93,326.49 from various non-profit and community support groups for purchase of library materials, programs, and supplies, and
b. Authorize the Director of the MCFL to take all steps necessary to implement purchasing or otherwise utilizing these donations.

DISCUSSION:

Monterey County Free Libraries is very fortunate to have dedicated non-profit and community support groups who regularly donate funds toward library materials, programs, and supplies. These include Friends of the Library groups at many branches, and the Foundation for Monterey County Free Libraries.

From October 1, 2024 - June 13, 2025, the following donations were received by MCFL:

10/1/24 Friends of the Andy Ausonio Library $400.00
11/5/24 Friends of the Andy Ausonio Library $400.00
11/27/24 Friends of Marina Library $1,767.98
12/1/24 Friends of the Andy Ausonio Library $400.00
12/9/24 Friends of the Carmel Valley Library $854.47
12/13/24 Friends of the King City Library $620.14
12/23/24 Foundation of the Monterey County Free Libraries $83,450.00
1/7/25 Friends of the Andy Ausonio Library $400.00
2/4/25 Friends of the Andy Ausonio Library $400.00
2/5/25 Friends of the Big Sur Library $1,000.00
3/4/25 Friends of the Andy Ausonio Library $400.00

3/23/25 Friends of the King City Library $352.27
3/23/25 Friends of the King City Library $81.51
4/1/25 Friends of the Andy Ausonio Library $400.00
4/9/25 Friends of the Marina Library $1,559.86
5/1/25 Friends of the Andy Ausonio Library $400.00
5/4/25 Friends of the Marina Library $40.26
6/13/25 Friends of the Andy Ausonio Library $400.00

These donations assist MCFL in continuing to enhance materials and programs for the public, as well as support and expand services to our communities.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed this item and approved as to form.

FINANCING:
The donations are anticipated in the Department's budget and are used for direct expenses on materials, programs, or supplies.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Additional support to enhance materials and programs at library branches supports the goals of the County of Monterey.

__Economic Development
__Administration
X Health & Human Services
__ Infrastructure
__Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, (831) 883-7569
Approved by: Hillary Theyer, Library Director, (831) 883-7566

Introduced: 6/18/2025 **Current Status:** ATS Review

Version: 1 **Matter Type:** General Agenda Item

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__ Infrastructure
__Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, (831) 883-7569
Approved by: Hillary Theyer, Library Director, (831) 883-7566

Introduced: 6/10/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to accept grant funds in the total amount not to exceed $1,998,840 from the Governor's Office of Service and Community Engagement / California Volunteers, to serve a total of 90 young adult participants from 18-30 years of age; and
b. Authorize the Executive Director to sign the services agreement to receive the grant from the Community Engagement/ California Volunteers effective retroactive to May 28, 2025, for the period from July 1, 2025, through December 31, 2026

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to accept grant funds in the total amount not to exceed $1,998,840 from the Governor's Office of Service and Community Engagement / California Volunteers, to serve a total of 90 young adult participants from 18-30 years of age; and
b. Authorize the Executive Director to sign the services agreement to receive the grant from the Community Engagement/ California Volunteers effective retroactive to May 28, 2025, for the period from July 1, 2025, through December 31, 2026.

SUMMARY/DISCUSSION:
The Monterey County Workforce Development Board (MCWDB) delivers comprehensive workforce development services to up to 200 out-of-school young adults annually. These services include case management, supportive services, job readiness training, occupational skills training, and job placement. To enhance and expand services for high-need youth, the MCWDB leverages a variety of funding streams in addition to the Workforce Innovation and Opportunity Act (WIOA) funding received from the Department of Labor through the State of California.
The MCWDB is requesting approval to accept a $1,998,840 grant from California Volunteers to expand its Green Cadre program, which provides participants with career-building experiences in public service, with a focus on climate change and food insecurity. Young adults in Monterey County face significant barriers to employment and personal development, and the Green Cadre program addresses these needs by offering paid work experience, skills development, and community service opportunities in partnership with local organizations.
Funding from California Volunteers plays a critical role by enabling the MCWDB to serve individuals up to the age of 30-beyond the scope of the Workforce Innovation and Opportunity Act (WIOA), which limits services to those aged 24 and under. Under the proposed grant, the

MCWDB will implement four Green Cadre cohorts of 22-23 young adults (ages 18-30), serving a total of 90 participants countywide. The target population includes low-income, unemployed, homeless, justice-involved, and otherwise high-need youth seeking to improve their lives and contribute to their communities. The MCWDB's Executive Committee approved accepting the California Volunteers grant at its meeting on June 12, 2025.
Each cohort will engage in projects related to:

- **Climate Change:** Environmental stewardship, sustainability, and land restoration.
- **Food Insecurity:** Improving community access to food and supporting related local initiatives.

Budget Overview:

Expense Category	**Amount**
Administration Cost	$36,500
Operational Costs	$59,500
Direct Operating Costs	$31,100
Youth Service Corps Fellow Wages	$1,008,000
Workforce Program Wraparound Services	$198,072
Additional Program Expenses	$665,668
Total Grant Request	**$1,998,840**

The $96,000 for administration costs will cover the MCWDB Executive Director and Management Analyst's time to administer the program ($15,500), as well as the Finance Manager, Accountant II, and other related administrative costs ($21,000). Additionally, certain operational costs are also covered ($59,500), including rent, utilities, phones, supplies, and outreach materials for the program.
OTHER AGENCY INVOLVEMENT:
The parties to the Agreement were involved in its development. County Counsel has approved the agreement.
FINANCING:
Approval of the California Volunteers grant and authorization to execute the services agreement will have no impact on the General Fund. Since the related expenditures were not included in the adopted Fiscal Year 2025-26 budget, a budget modification will be brought forward to the Budget Committee at a later date.
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By authorizing the Executive Director of the MCWDB to sign the grant agreement and accept funding from the Community Engagement/ California Volunteers, the Board of Supervisors will continue to support the MCWDB's skill-building, and career pathway development for participants in Monterey County's future workforce while addressing critical community needs.

√ Administration - Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.
√ Economic Development - Through collaboration, strengthen economic development to ensure a diversified and healthy economy.
√ Health and Human Services - Improve health and quality of life through County-supported

policies, programs, and services, promoting access to equitable opportunities for healthy environments in collaboration with communities

Prepared by: Elizabeth Kaylor, Management Analyst III, 5385
Approved by: Christopher Donnelly, Executive Director, 6644

ATTACHMENTS:
Board Report
Agreement for Community Engagement / California Volunteers

Introduced: 6/10/2025

Current Status: General Government - Consent

Version: 1

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Prepared by: Elizabeth Kaylor, Management Analyst III, 5385
Approved by: Christopher Donnelly, Executive Director, 6644

ATTACHMENTS:
Board Report
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SCO ID: 0650-JP2004-GF1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
JP2004-GF1	GO-LCI-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Service and Community Engagement/California Volunteers "hereinafter referred to as State"

CONTRACTOR NAME
County of Monterey "hereinafter referred to as Grantee"

2. The term of this Agreement is:

START DATE
May 28, 2025

THROUGH END DATE
December 31, 2026

3. The maximum amount of this Agreement is:
$1,998,840.00 or One Million, Nine Hundred Ninety-Eight Thousand, Eight Hundred Forty Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail	1
	Exhibit C	Budget Payment Provisions	1
+ -	Exhibit D	California Volunteers' Reporting, Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention	3
+ -	Exhibit E *	General Terms and Conditions*	Online

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Monterey

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
344 Salinas Street, Suite 101	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Donnelly	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

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JP2004-GF1	GO-LCI-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Governor's Office of Service and Community Engagement/California Volunteers			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Anthony Chavez	Chief Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM, Chapter 4.04 (A)(4)		

Exhibit A

California Volunteers Youth Service Corps Program Grant Application

Contact: Executive Director Christopher Donnelly, Monterey County Workforce Development Board; 344 Salinas Street, Suite 101, Salinas, CA 93901; 831.759.6644; donnellyc@countyofmonterey.gov.

Section 1: Program Goal (10 points)

- ***What does your municipality hope to gain from this program/are there strategic goals this program can help your city meet?***

The Monterey County Workforce Development Board (MCWDB), housed within the County Administrative Office, is one of 45 workforce boards in California and has a private sector-led Board of Directors. The MCWDB receives funding from the Department of Labor through the State of California's Employment Development Department (EDD) to administer the Workforce Innovation and Opportunity Act (WIOA) grant.

The MCWDB provides services for up to 200 out-of-school young adults per year through wrap-around services such as case management, supportive services, job readiness training, occupational skills training, and placement services. These services are provided through the MCWDB's subcontractors – Turning Point of Central California and Equus Workforce Solutions – working closely with industry, education, and community and faith-based organizations to assist young adults to obtain well-paying jobs.

The MCWDB taps multiple funding sources to support its strategic goal of developing and implementing quality programs for its high-need youth population, and funding from the California Volunteers has been an important component, since WIOA funds can only be used to serve young adults up to the age of 24 with job training and work experience opportunities. In contrast, the funding from California Volunteers can serve young adults up to the age of 30 and thus provides a richer learning experience for a broader range of program participants than would normally be served by the MCWDB and many of the community-based organizations in Monterey County. Therefore, MCWDB is requesting to be awarded a California Volunteers grant in the amount of $1,998,840 to expand its Green Cadre program.

In 2022, California Volunteers awarded the MCWDB $2.8 million for its Green Cadre program, which helps prepare Monterey County's young adults for lifelong education and quality jobs. At the conclusion of the grant in the fall of 2024, the MCWDB had served 157 participants, including both young adults (18-30 years) and youth (16-18 years), thus exceeding its grant goal.

Monterey County's youth and young adults desperately need more programs like Green Cadre because they provide youth with valuable work experience while also providing participants with the skills needed to find public sector employment. Program participants do this work while simultaneously engaging in community service activities and volunteerism that give back to their communities through partnerships with community-based organizations.

The County's jobless rate remains higher than both the State and the nation, with 30% of youth unemployed. The MCWDB believes that the continuing need for such programs, coupled with the MCWDB's strong track record of serving this high-need population, makes the MCWDB a strong candidate for additional California Volunteers funding.

In this application, the MCWDB is proposing to serve a total of 90 young adult participants from 18-30 years of age by undertaking 4 Green Cadre cohorts of 22-23 participants each. The focus of this grant for the Green Cadre program is to serve young adults (18-30 years of age) from all parts of Monterey County who are: unemployed, homeless or justice involved; youth who want to learn and improve their own quality of life; and young adults who want to make a positive impact in their communities. The MCWDB's Green Cadre program, with its emphasis on Climate Change and Food Insecurity, works with an effective network of community partners that share the same set of values.

Although the MCWDB was not funded in the last round of California Volunteers funding, it continues to run a much smaller Green Cadre program because this program is something that the community values and needs. If funded for this grant cycle, the MCWDB will be able to expand the program and offer this training opportunity to many more young adults in Monterey County.

Monterey County's Cadre programs' primary focus is to foster commitment, belonging, and giving back to the community. The letters in CADRE stand for **C**ommitment to community; **A**dvocacy: speaking for oneself and others; **D**iversity: understanding and valuing others; **R**espect for all; and **E**mpowerment: each young adult can become empowered to make changes and improve their lives. The Cadre program transforms young adults who lack direction and confidence into young adults who want to make a difference in their community by contributing their skills and experience.

Section 2: Program Design (50 points)

- ***Which focus area(s) will youth be working on (food insecurity, climate change, etc.)? If other focus areas are addressed, please describe.***

The MCWDB, on behalf of and in coordination with the County of Monterey, will focus on these two areas of need through its Green Cadre Employment Programs: Food Insecurity and Climate. The Food Insecurity focus area will continue to address *access* issues. The Climate focus area will continue to address both environmental stewardship/sustainability and land restoration issues.

Given the success of the MCWDB's previous California Volunteers grant, the MCWDB is proposing to continue working with its existing partners and is planning to add new partners to further strengthen the program. Below, the MCWDB has identified its partners within each focus area, described the work that the Cadre participants will undertake, and shared some relevant outcomes from the 2022 California Volunteers grant.

Food Insecurity:

The MCWDB's Food Insecurity initiative will provide up to 14 weeks of paid work experience and will focus on two areas: (1) *food gleaning*, and (2) *planting, harvesting and distributing food.*

Food Gleaning is defined as collecting excess fresh foods from farms, gardens, farmers' markets, grocers, restaurants, or any other sources to provide for those in need. If funded

through California Volunteers, the MCWDB plans to undertake another food gleaning project.

Partner: Blue Zone Project Monterey County

- The Blue Zones Project is an initiative that brings together local stakeholders and wellness experts to measurably improve well-being by introducing evidence-based programs and changes to the environment, policy, and social networks.

Outcomes:

- For the MCWDB's 2022 California Volunteers grant, the Green Cadre Food Insecurity participants partnered with the Blue Zones Project and canvassed and collected data from the residents of the city of Gonzales, a small community just south of Salinas. Cadre participants asked the Gonzales residents about their interest in participating in the Gleaning Project by distributing flyers to 350 houses, speaking to 80 community members, and harvesting an estimated 60 pounds of produce from households, which was then donated to the local food bank.
- During the MCWDB's 2022 grant, Green Cadre members assisted 125 individuals to apply for CalFresh food benefits (SNAP).

Planting, Harvesting and Distributing Food

Partner: The Monterey Food Bank

- The Monterey Food Bank is the largest, most comprehensive provider of emergency supplemental food in Monterey County.
- For the proposed grant, Cadre participants will plant and harvest food, sort and pack, keep shelves stocked by assembling boxes of food for distribution, assist at mobile and drive-thru pantries, and deliver meals to the most vulnerable residents.

Outcomes:

- For the MCWDB's 2022 grant, the Cadre's efforts with the Monterey County Food Bank resulted in the following community impact:
    - The Cadre packed 10,200 food parcels, equating to over 40,000 community members being fed.
    - The Cadre assisted the food bank to grow its own produce on their new, five-acre parcel, and helped maintain the rows of crops by weeding, fertilizing, installing irrigation tape, transplanting plants, and harvesting.
    - The Cadre's contributions made it possible for the food bank to move forward with an expansion project to become more self-sufficient.

Partner: Pueblo Del Mar

- Pueblo del Mar offers transitional housing in a drug- and alcohol-free environment, where residents build social networks and support a system designed to foster positive lifestyles. It has a five-acre community garden that provides food for residents.
- For the proposed grant, Cadre participants will plant and harvest food for residents.

Outcomes:

- Pueblo Del Mar's partnership with the Cadre program resulted in the following outcomes:

    - All Cadre cohorts planted and harvested a five-acre site and provided produce from the site for distribution to the center's members and their families.
    - All Cadre participants learned about composting, pollenating, and mulching.

Partner: Resource Conservation District of Monterey County

- The mission of the Resource Conservation District of Monterey County (RCDMC) is to conserve and improve the County's natural resources, while integrating the public interest in environmental protection with the needs of agricultural and urban users.
- For the MCWDB's 2022 California Volunteers grant, the RCDMC connected the Cadre participants with organic farmers and community gardens that had excess produce, which was harvested and donated to the local food bank. The MCWDB plans to continue this work if approved for additional California Volunteers funding.

Outcomes:

- In partnership with RCDMC, MCWDB's Green Cadre had the following impact:

    - The Cadre restored and maintained community gardens by weeding, transplanting, mulching, and harvesting.
    - Cadre participants learned about the pollination process and the key role that native pollinator trees play.
    - The Cadre assisted non-profit organizations to start community gardens at Natividad Creek Park in Salinas, Locke-Paddon Wetland Community Park in Marina, and Beta Park in Seaside.
    - The Cadre helped five independent farmers to maintain their fields by planting, harvesting produce, and reducing erosion. The produce was then donated to the Monterey County Food Bank.
    - The Cadre planted fruit trees in Santa Rita Park in Salinas.

Partner: Dorothy's Place

- Dorothy's Place provides services and transitional support to people experiencing homelessness and extreme poverty. It offers free meals to unhoused residents.
- Green Cadre participants helped Dorothy's Place by serving breakfast, cleaning the facilities, and prepping meals for lunch. If the MCWDB is funded for additional cohorts, it will continue and expand upon these efforts.

Outcomes:

- The MCWDB's previous California Volunteers grant assisted the Cadre to provide the following community impact through its partner, Dorothy's Place:

    - The Cadre served over 2,400 meals to unhoused residents.

Climate:

With new California Volunteers funding, the MCWDB will be able to expand its Green Cadre program, and additional participants will have the opportunity to learn about the importance of protecting and preserving Monterey County's natural resources. The participants will receive up to 14 weeks of paid work experience while learning new skills and providing necessary public services to the community. With youth unemployment at 30% in Monterey County, jobs are of paramount concern. Working in the environment/climate sector will ensure that these young adults develop respect and reverence for the land and at the same time gain skills and learn to recognize and pursue job opportunities in other sectors.

The California State Parks will again be a primary partner for MCWDB's Climate Cadre participants in a future California Volunteers grant. The work to be accomplished will continue to include fuel mitigation, removing invasive plants, planting native plants, and trail maintenance.

The California State Parks' Monterey District consists of 17 park units that stretch north to south along the Monterey Bay and Big Sur coast. Monterey County's parks include Fort Ord Dunes State Park, Point Lobos State Natural Reserve, Garrapata State Park, Andrew Molera State Park, Pfeiffer Big Sur State Park, Monterey State Historic Park, and Limekiln State Park. Altogether, the District manages approximately 16,000 acres of land to preserve natural and cultural resources and opportunities for outdoor recreation.

Partner: California State Parks, Monterey District

Outcomes:

- The highlights for the MCWDB's 2022 California Volunteers Green Cadre Climate program at State Park sites that concluded in the fall of 2024 include:
    - At Point Lobos State Natural Reserve, the Cadre removed over 40,000 cubic feet of dead and down material to promote the regeneration of Monterey pine and cypress trees. The Cadre also helped to install 490 linear feet of new fence to ensure public safety and protect sensitive plant habitat.
    - In the Monterey Peninsula Regional Park District, the Cadre eradicated non-native, invasive species over 50 acres throughout the entire district.
    - At John Little State Natural Reserve, the Cadre hauled and chipped 9,000 cubic feet of dead and down material.
    - At the Marina State Park, the Cadre hauled and removed 57.78 tons of dead eucalyptus.
    - At Fort Ord Dunes State Park, the Cadre planted 823 plants.

The California State Parks Monterey District leadership and staff have shared with their colleagues in other organizations how impactful the Green Cadre cohorts' contributions have been, which has resulted in attracting new partners, including the Big Sur Land Trust, the City of Monterey, and the Monterey Peninsula Regional Park District.

Should the MCWDB be awarded additional California Volunteers funding, these new partners will provide additional work sites for the MCWDB's Climate-focused Cadre cohorts to perform activities similar to what the Cadre participants have done in the State Parks: fuel

mitigation, removing invasive plant species, planting native plant species, and trail maintenance.

New Partner: Big Sur Land Trust

Big Sur Land Trust's conserved properties include diverse habitats that span rare, sensitive dunes in Marina, majestic redwood forests in the Santa Lucia Mountains, and in Big Sur, expansive oak woodlands, grasslands, and river corridors from Arroyo Seco to the Gabilan Mountains. In 2017, the land trust added their first urban site at Carr Lake in Salinas.

New Partner: Monterey Peninsula Regional Park District:

The Monterey Peninsula Regional Park District is an independent special recreation district that was formed in 1972 and serves much of northern Monterey County. The District has preserved more than 20,000 acres (8,100 hectares) of park and open space on the Monterey Peninsula.

New Partner: City of Monterey

The City of Monterey has well over 400 greenbelt acres, not counting over 30+ parks, many of which are in high fire severity zones. Here, Cadre participants will work on fuel mitigation and habitat restoration projects vital to the community

- ***Do you plan on sub-granting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners. Preference will be given to municipalities selecting CBO partners with experience running youth workforce development programs in one or more of the recommended focus areas.***

For this upcoming grant, the MCWDB will continue to serve as the fiscal agent and program operator for the Monterey County California Volunteers Youth Workforce Development program. The MCWDB will subcontract with its two current service providers: Equus Workforce Solutions and Turning Point of Central California, Inc. Equus and Turning Point have been providing workforce services to young adults (out-of-school youth, ages 18-24) in Monterey County for over 6 and 8 years respectively. Both have deep institutional experience (40+ years) providing outreach, recruitment, case management, job training and placement services, and supportive services to at-risk youth and adults.

Turning Point has also managed the MCWDB's Wildfire Restoration Project, providing valuable work experience for young adults who gained work experience by helping restore State and County parks impacted by the 2020 wildfires. Equus has managed the MCWDB's 2022-23 Winter Storms project in Monterey County's State Parks. The MCWDB, Turning Point, and Equus staff have co-coordinated the Monterey Cadre Youth Leadership program, in which climate stewardship and food insecurity were the primary focus.

- ***What activities will youth be working on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in running that opportunity.***

The MCWDB is planning to recruit 4 cohorts of 22-23 youth each. All cohorts will focus on *both* Food Insecurity and Climate. Before starting their 14-week/524 hours of work

experience, the 4 cohorts will begin with a 3-week, in-class, Leadership Development and Safety Training course. The safety training will include OSHA 10, First Aid/CPR, Hazardous Materials, tool safety, and ServSafe training. The specific details of youth job activities and related partnerships for each program focus area are discussed in Section 2, Program Design, above.

To help participants plan for their next step after departing the Green Cadre program, each Friday will be devoted to job search and/or helping students develop a plan for beginning or returning to post-secondary education, finding public sector employment, and/or accessing careers in other areas of interest. This effort will include the identification of promising occupations by providing information on median earnings, education and training requirements, projected rate of growth in labor market demand, and the potential for advancement.

Staff or guest speakers will engage with participants individually to understand their career aspirations and then guide them on how to conduct a job search. Part of this job search process will be to gauge the types of work participants might want to pursue and to help them do some research regarding that career path. The program will also help them develop a resume/LinkedIn profile and provide additional support throughout their job search process.

As each Green Cadre cohort prepares to complete its fellowship, the MCWDB will provide job fairs specifically targeted to Green Cadre members where employers are seeking to hire individuals who possess the skills learned through the program. The MCWDB also works with California State Parks, as well as local city and county government entities, to place Cadre participants who have completed their program.

For those students who express an interest in returning to college, the MCWDB will provide connections to local college counselors.

- ***What is the proposed start date for programming?***

The MCWDB plans to start the new program in the spring of 2025 with the first cohort of 22-23 young adults. The initial outreach to and recruitment of eligible young adults in Monterey County will begin in spring 2025, once the grant is awarded and collateral materials developed.

Section 3: Youth Recruitment/Development (20 points)

- ***How will the municipality recruit youth?***

The MCWDB will work with the County of Monterey, Turning Point, Equus, and other partner organizations to recruit youth through a variety of outreach strategies and marketing channels. Information about the program will be disseminated via social media, other media (streaming radio), websites (MCWDB and County sites), flyers, presentations, and partner and employer communications. Outreach will take place throughout the County (in all cities and unincorporated areas), including at public libraries, schools/colleges, and community events. The MCWDB works very closely with the local community colleges, adult schools, and California State University, Monterey Bay – all of which will take part in recruiting youth for the program.

Recruitment will also be provided through the MCWDB's America's Jobs Centers of California (AJCCs) and their partner agencies, including the State of California's Employment Development Department (EDD) and the Department of Rehabilitation, as well as the employers they work with.

- ***If you would like to propose your own priority criteria for participants in this program for California Volunteers approval, please do so in this section.***

The MCWDB will focus primarily on enrolling youth who are unemployed and out-of-school, low income, and/or having difficulty finding employment.

- ***What wrap around services, if any, is the municipality or subgrantee planning on offering to youth?***

Because the MCWDB serves youth with multiple barriers, each youth that participates in the program will receive up to $200 in supportive services for transportation (bus passes or gas cards) and the work attire, personal protective equipment, and tools needed to succeed in their jobs.

During the 3-week Leadership Development and Safety Training course that precedes each cohort's work experience period, participants will receive a stipend of $45 per day. Participants will be referred as needed for additional social-emotional support, behavioral health services, healthcare, housing, childcare, and food, and may be co-enrolled in WIOA as needed to receive additional services and support.

- ***What wage will youth be paid, if known? What length of time do you anticipate the youth serving?***

Each of the four cohorts will run for 4 months/524 hours. During this time, youth will be paid $20.00 per hour. Before beginning their work experience, each cohort will participate in a 3-week Leadership Development and Safety Training course for which participants will receive a stipend of $45 per day.

<u>Section 4: Metrics/Outcomes</u> (10 points)

- ***Can the municipality provide the required metrics listed above to California Volunteers?***

Yes, the County of Monterey and the MCWDB can provide the required metrics for the grant on a quarterly and annual basis as specified by the California Volunteers. The MCWDB will utilize the State's CalJOBS system and/or its own internal tracking system to track youth enrollment, participation, and outcomes for the grant. The MCWDB and its subcontractors are accustomed to tracking the performance of programs and outcomes of our program participants and reporting these outcomes to EDD each month.

For the 2022 grant, the MCWDB collected data relating to what the Green Cadre participants have accomplished. To date, the MCWDB has hosted five Green Cadre cohorts (two Climate cohorts, one Food Insecurity cohort, two Food Insecurity/Climate hybrid cohorts and a

summer youth program). The most recent Green Cadre cohort finished its program in September 2024, with 22 Cadre members served.

Above, the MCWDB has identified its primary partners and it expects most or all of those partners to continue to work with the Green Cadre program if the MCWDB is awarded another grant. The MCWDB also shared some of the community impacts from its work with those partners.

In addition to those community-related outcomes, the MCWDB is sharing the following participant jobs/educational pathway outcomes data for the California Volunteers grant it was awarded in 2022 that concluded in 2024:

The MCWDB enrolled 157 young adult participants in the five Green Cadre cohorts and a summer employment program.

- Of these 157 participants, 103 (66%) entered the program unemployed.
- Of the 157 participants, 80 (51%) were considered low income.
- Of the 157 participants, 7 were previously justice-involved.
- After leaving the program, 91 of the 157 participants (58%) indicated that they were either entering/re-entering high school or post-secondary education, or that they had secured employment; 5 have found jobs with the State Parks.

A Sense of Belonging

In addition to the quantitative measures listed above, the MCWDB staff observed a clear increase in the sense of belonging among Green Cadre participants. Through team building, the MCWDB staff has intentionally worked to cultivate this sense of belonging due to its importance as a factor in *resilience*. Throughout the training program, the MCWDB closely monitors its Green Cadre participants to ensure that they are connecting well with the other participants.

- ***If not, please indicate which metrics the city is unable to provide.***

The County and the MCWDB will be able to track all metrics and meet all reporting requirements.

- ***Are there other metrics you will be collecting to determine success of the program? If so, please indicate which metrics.***

No, the County and the MCWDB will not be tracking other metrics at this time.

<u>Section 5: Budget/Staffing/Communications</u> (10 points)

- ***What is your proposed staffing plan for the program for the municipality and/or any subgrantees?***

The MCWDB will provide grant oversight on behalf of the County.

The staffing for the Monterey County California Volunteers Youth Workforce Development program will consist of four full-time Green Cadre case managers and one full-time supervisor. The case managers will be responsible for outreach, enrollment, training, supervision of young adults at worksites, and tracking and reporting metrics. They will also assist with securing worksites, placements at worksites, and placement in employment after participants' 17-week fellowship (3 weeks of Leadership/Safety training and 14 weeks of paid work experience) is completed.

The supervisor will oversee the four staff assigned to the program and assist with the grant's reporting requirements. It is anticipated that a variety of consultants will be hired to provide training during the 3-week Leadership Development and Safety Training course.

On the Administration side, the MCWDB's accountant and fiscal manager will process checks for the work experience wages and stipends for program participants, and will be responsible for budget monitoring and reporting, including monthly drawdowns and fiscal reporting to California Volunteers.

The Monterey County Workforce Development Board's Executive Director and Management Analyst will be responsible for program development and oversight, contracting and coordinating with subcontractors, coordination of outreach and recruitment efforts, coordination with other County departments and partner organizations, and providing quarterly and annual reports to California Volunteers.

- ***Do you commit to using California Volunteers developed branding for this program and participating in California Volunteers-organized trainings/curriculum, if asked?***

Yes, the County of Monterey and the MCWDB will commit to using the California Volunteers branding and participating in the organized training and curriculum. Currently, all of MCWDB's outreach material, website, and uniforms are co-branded with the California Volunteers logo.

- ***Are you interested in participating in a program launch media event with California Volunteers?***

Yes, the MCWDB is very interested in participating in a program launch media event.

Exhibit B- Budget Detail

CaliforniansForAll Youth Service Corps			
Applicant:	County of Monterey and the Monterey County Workforce Development Board		
Contact information	Christopher Donnelly	WIB EXECUTIVE DIRECTOR	(831) 759-6644 / donnellyc@countyofmonterey.gov

I - A. Administration *(Must Not Exceed 10% of Total Award)*

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs			$ 96,000	
	Executive Director/Management Analyst's	$ 15,500.00		
	Finance/Acct/Admin	$ 21,000.00		
	Operational Costs: Rent/Utilities/Phones/ Supplies/Outreach Material	$ 59,500.00		
Total			**$ 96,000**	4.80%

I - B. Direct Operating Costs (Must not exceed 30% of Total Award when combined with Section I-A. Administration)

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Supplies				
Safety Equipment		90 youth x $90	$ 8,100	
Hand Tools/Power tools	Rakes/Shovels/Hand tools	$ co-horts $1,250 per co-hort	$ 5,000	
Uniforms	Clothes/Boots/Mic	90 youth x $200	$ 18,000	
Capital Expenses	N/A			
Total			**$ 31,100**	6.36%

II. Youth Service Corps Fellow Wages (must be at least 50% of grant amount)

# Requested	Hourly Salary	# of Hours	Total Budget	% Allocation Cross Check
90	$20	560	$ 1,008,000.00	
90.00	**20.00**	**560.00**	**$ 1,008,000**	50.43%

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs

Items	Description	Calculation	Total Budget
FICA for Fellows	Social Secrity and Micare Tax	(560hrs x 20 pay rate)*6.2%-Social Security +(560hrs x 20 pay rate)*1.45%-Medicare Tax	77,112
Worker's Compensation	*12=WC Base Rate Per $100	((560 hrs x 20 pay rate)/100)*12 base rate WC	120,960
Health Care	N/A		
Retirement	N/A		
Total		**0.00**	**198,072**

IV. Program Wrap-Around Services *(Not to Exceed 40% of Total Award)*

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Contractual Services				
Transportation	Transportation Cost rental/Gas/Maintance (4 vans)	4,400 x 18	$ 79,200	
Supportive Services		90 youth x $200	$ 18,000	
Stipends		$45 per day x 12days x 90 youth	$ 48,600	
Job Readiness Training			$ 5,000	
Vocational Training		90 youth x $275	$ 24,750	
Program Staff	4.0 (2TP/ 2 EQ) Case Managers-Salary	(2880 hrs. x $26.00 pay rate)	$ 299,520	
	1.0 (TP) Supervisor- Salary	(2880 hrs. x $30.00 pay rate)	$ 86,400	
	4.0 (2TP/ 2 EQ) Case Managers-Benefits	(2880 hrs. x $26.00 pay rate)*27% Benefits	$ 80,870	
	1.0 (TP) Supervisor- Benefits	(2880 hrs. x $30.00 pay rate)*27% Benefits	$ 23,328	
Total			**$ 665,668**	33.30%

Total Budget Request	**$ 1,998,840**
Total # of Fellows	**90**

List of Partners

Partner	Status (Proposed or Secured)	Contractual Amount
Turning Point of Central Califor	Secure	$ 299,923
Equus Workforce Soluations	Secure	$ 190,195
Total		**$ 490,118**

EXHIBIT C
Budget Payment Provisions

California Volunteers,
Youth Service Corps
County of Monterey

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
   a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   b) Invoices shall include the Agreement Number and shall be submitted via PDF to Gaolou.Yang@californiavolunteers.ca.gov.

2. Budget Contingency Clause
   a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

   b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

Youth Service Corps Program

All Youth Service Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

Additionally, California Volunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in Youth Service Corps
- Number of Youth completing Youth Service Corps
- Number of youth employed in each focus area
- Number of youth participating in summer employment program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Participant information, including Personally Identifiable Information, as requested by California Volunteers, including, but not limited to: Name, Address, Phone Number, Email Address, Program Completion Status. Grantees agree to make member contact information available to California Volunteers to use in program communications on a schedule to be provided by California Volunteers
- Number of youth employed in program who were previously unemployed
- Number of participants who enroll in higher education or gain employment following program end
- Number of youth employed in program who remain in college or stable employment
- Number of youth employed after completion of program

Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

- Number of youth who report job satisfaction after completion of program
- Number of youth who report an interest in a career in public service after one year of employment
- Number of youth employed in public service after completion of program
- Job training evaluations

Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – June 30, 2025	July 15, 2025
2 (if applicable)	July 1 – September 30, 2025	October 15, 2025
3	October 1 – December 31, 2025	January 15, 2026
4	January 1 – March 31, 2026	April 15, 2026
5	April 1 – June 30, 2026	July 15, 2026
6	July 1 – September 30, 2026	October 15, 2026
7	October 1 – December 31, 2026	January 15, 2027

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

Invoicing:

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly.

Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

Invoicing Deadlines:

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted no later than the due date identified in the reporting deadlines above.

Service Events and/or Member Convenings:

Grantee agrees to host at least two service events and/or member convenings per calendar year at the direction of California Volunteers.

Programmatic and Fiscal Document Retention

In line with State requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

Priority Population Addendum:
Any AmeriCorps member who exited an AmeriCorps program in California for compelling personal reasons and/or as the result of federal grant terminations shall be considered meeting a priority recruitment category.

Introduced: 5/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

In its role as the Chief Elected Official of the local Monterey County workforce development area:
a. Approve the Workforce Innovation and Opportunity Act (WIOA) Four-Year Plan for the North Central Coast Regional Planning Unit to incorporate changes required by the California Workforce Development Board (CWDB);
b. Approve the WIOA Four-Year plan for the Monterey County local workforce development area to incorporate changes required by the CWDB;
c. Authorize the Chair of the Board of Supervisors, on behalf of the Chief Elected Official, and the Chair of the Workforce Development Board, to sign the Monterey County Local Plan, as required by the CWDB; and
d. Authorize submittal of the North Central Coast Regional Plan and the Monterey County Local Plan to the CWDB.

RECOMMENDATION:
It is recommended that the Board of Supervisors, in its role as the Chief Elected Official of the local Monterey County workforce development area:
a. Approve the Workforce Innovation and Opportunity Act (WIOA) Four-Year Plan for the North Central Coast Regional Planning Unit to incorporate changes required by the California Workforce Development Board (CWDB);
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d. Authorize submittal of the North Central Coast Regional Plan and the Monterey County Local Plan to the CWDB.

SUMMARY:
Under WIOA, a biennial update of regional and local plans is required to ensure that plans remain current and that they account for “changes in the labor market and economic conditions or other factors affecting the implementation of the local plan” (29 U.S. Code § 3123). Additionally, the CWDB has made changes to the State’s WIOA Plan, thereby requiring local boards to update their local plans for consistency with statewide policy direction.

The CWDB has designated 15 regional planning units (RPU) in the state; the Monterey, Santa Cruz, and San Benito County workforce development areas comprise the North Central Coast RPU. The Monterey County Workforce Development Board acts as the lead workforce development board (WDB) for the RPU, which includes leading the development and submittal of the North Central Coast regional plan. Regional plans and partnerships function under the State's WIOA Plan as the primary mechanisms for aligning educational and training services with regional industry sector needs.

California's economy is rebounding and shifting back to pre-pandemic conditions; however, the pandemic-induced recession exacerbated and compounded long-standing disparities and economic inequities, and inflation has placed increasing pressure on already stretched-thin, low-income families. The CWDB recognizes that the 2025-2028 regional and local plans were developed while the State's economy and labor market continue to recover, and that goals, strategies, and objectives developed at this time may require adjustment in the future.

DISCUSSION:

Regional Plan

As outlined in WIOA § 106, regional plans provide a roadmap for the alignment of resources and investments to meet specific outcomes within California's RPUs and articulate how the RPUs will build intentionality around industry sector engagement, drive workforce development outcomes across multiple jurisdictions, and expand on-ramps to career pathways for individuals who experience barriers to employment.

The primary areas of focus in the regional plans are:

- The region's process to communicate industry workforce needs to supply-side partners;
- The region's policies to support equity and improve job quality;
- The region's work to advance the economic prosperity of shared target populations of interest; and
- The region's process to deploy shared resources to provide services, training, and education to meet the needs of shared target populations.

Local Plan

The main purpose of the local plan is to facilitate access to education and training services for those who want and need them. At the local level, clients will access regional sector pathways: the services of WIOA mandated/core partner programs that are designed with human-centered focus and are aligned, coordinated and integrated to best serve jobseekers. The local level system provides the access points for the delivery of supportive services through the core partners. The local plan must be shaped by all the required partners and stakeholders, and it must align with the regional plan developed under the direction of the RPU and with the goals of the State Plan.

The primary areas of focus in the local plan are:

- WIOA core and required partner coordination, including the process to coordinate

services and resources identified in the WIOA Partner Memorandum of Understanding (MOU) and the policies to ensure access to services provided through the one-stop service delivery system, including remote areas, through technology and other means;

- State strategic partner coordination, including coordination with County Health and Human Services agencies, local child support agencies, veterans' services, and community-based organizations that serve individuals who are English language learners, foreign-born, and/or refugees; and

- WIOA Title 1 coordination, including (a) the preparation, training, and professional development of frontline staff to effectively respond to participant needs; and (b) a description of the types and availability of adult and youth workforce investment activities in the local area.

Plan Development:
A regional and local plan development and submittal timeline was provided to the WDB for its meeting of January 23, 2025. WDB staff and Regional Organizers collected input from a variety of sources including research reports, interviews, and public meetings as part of the regional and local plan development process.

Listening sessions to gain input from local stakeholders were held on January 23 and 31, and February 10 and 16. The plan documents were posted on the WDB's website for public review and comment from March 3 through April 2, 2025. The attached plans include all comments received during the public comment period. The WDB approved submittal of the local and regional plan documents to the Board of Supervisors and the CWDB at its meeting on April 8, 2025.

The WDB Chair's signature and the Chief Elected Official's signature are needed to request CWDB's approval of the local plan. Because the Board of Supervisors' approval could not be obtained in the time between the WDB's approval of the plans and the State's submittal deadline of April 27, 2025, the CWDB will allow the WDB to submit a blank signature page with an explanation for the delay and a date by which the fully signed copies will be provided.

The approved and fully signed local and regional plans must be provided to the CWDB as soon as practicable. It is anticipated that the CWDB will review and approve, conditionally if changes/additions are deemed necessary, both plans by June 30, 2025. Should the CWDB identify any deficiencies, local areas will be notified.

OTHER AGENCY INVOLVEMENT:
The workforce development boards of Santa Cruz, Monterey, and San Benito counties, as well as education partners from regional community colleges, EDD, and other interested organizations have reviewed the North Central Coast RPU regional plan and the Monterey County workforce development area local plan. County Counsel has approved the documents for submittal.

FINANCING:
There is no impact on the Monterey County General Fund as WIOA activities are fully financed by federal funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the North Central Coast RPU regional plan and the Monterey County local plan, as required by the CWDB, will promote the delivery of job training and placement services, thereby enhancing economic development in Monterey County and the North Central Coast region.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
_X_Administration
_X_Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Elizabeth Kaylor, Management Analyst III, 755-5385
Approved by: Chris Donnelly, Executive Director, 759-6644

Attachments:
Board Report
Monterey County Workforce Development Board Local Plan 2025-2028
Regional Plan for the North Central Coast RPU 2025-2028

Introduced: 5/30/2025
Version: 1

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- The region's process to deploy shared resources to provide services, training, and education to meet the needs of shared target populations.

Local Plan

The main purpose of the local plan is to facilitate access to education and training services for those who want and need them. At the local level, clients will access regional sector pathways: the services of WIOA mandated/core partner programs that are designed with human-centered focus and are aligned, coordinated and integrated to best serve jobseekers. The local level system provides the access points for the delivery of supportive services through the core partners. The local plan must be shaped by all the required partners and stakeholders, and it must align with the regional plan developed under the direction of the RPU and with the goals of the State Plan.

The primary areas of focus in the local plan are:

- WIOA core and required partner coordination, including the process to coordinate

services and resources identified in the WIOA Partner Memorandum of Understanding (MOU) and the policies to ensure access to services provided through the one-stop service delivery system, including remote areas, through technology and other means;

- State strategic partner coordination, including coordination with County Health and Human Services agencies, local child support agencies, veterans' services, and community-based organizations that serve individuals who are English language learners, foreign-born, and/or refugees; and

- WIOA Title 1 coordination, including (a) the preparation, training, and professional development of frontline staff to effectively respond to participant needs; and (b) a description of the types and availability of adult and youth workforce investment activities in the local area.

Plan Development:
A regional and local plan development and submittal timeline was provided to the WDB for its meeting of January 23, 2025. WDB staff and Regional Organizers collected input from a variety of sources including research reports, interviews, and public meetings as part of the regional and local plan development process.

Listening sessions to gain input from local stakeholders were held on January 23 and 31, and February 10 and 16. The plan documents were posted on the WDB's website for public review and comment from March 3 through April 2, 2025. The attached plans include all comments received during the public comment period. The WDB approved submittal of the local and regional plan documents to the Board of Supervisors and the CWDB at its meeting on April 8, 2025.

The WDB Chair's signature and the Chief Elected Official's signature are needed to request CWDB's approval of the local plan. Because the Board of Supervisors' approval could not be obtained in the time between the WDB's approval of the plans and the State's submittal deadline of April 27, 2025, the CWDB will allow the WDB to submit a blank signature page with an explanation for the delay and a date by which the fully signed copies will be provided.

The approved and fully signed local and regional plans must be provided to the CWDB as soon as practicable. It is anticipated that the CWDB will review and approve, conditionally if changes/additions are deemed necessary, both plans by June 30, 2025. Should the CWDB identify any deficiencies, local areas will be notified.

OTHER AGENCY INVOLVEMENT:
The workforce development boards of Santa Cruz, Monterey, and San Benito counties, as well as education partners from regional community colleges, EDD, and other interested organizations have reviewed the North Central Coast RPU regional plan and the Monterey County workforce development area local plan. County Counsel has approved the documents for submittal.

FINANCING:
There is no impact on the Monterey County General Fund as WIOA activities are fully financed by federal funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the North Central Coast RPU regional plan and the Monterey County local plan, as required by the CWDB, will promote the delivery of job training and placement services, thereby enhancing economic development in Monterey County and the North Central Coast region.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
_X_Administration
_X_Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Elizabeth Kaylor, Management Analyst III, 755-5385
Approved by: Chris Donnelly, Executive Director, 759-6644

Attachments:
Board Report
Monterey County Workforce Development Board Local Plan 2025-2028
Regional Plan for the North Central Coast RPU 2025-2028

Workforce Innovation and Opportunity Act (WIOA)
Local Plan
Program Years 2025-2028

Local Workforce Development Area:

Name: Monterey County Workforce Development Board (MCWDB)

Date of Submission: April 11, 2025

Contact Person: Christopher Donnelly, MCWDB Executive Director

Contact Person's Phone Number: (831) 759-6644

Executive Summary

The Monterey County Workforce Development Board (MCWDB), a unit within the Monterey County Administrative Office's Intergovernmental and Legislative Affairs division, is proud to present the 2025-2028 Local Plan. This plan has been developed in accordance with the Regional and Local Planning Guidance issued on December 20, 2024.

As required under the Workforce Innovation and Opportunity Act (WIOA), the Local Plan ensures operational alignment with the strategic objectives of the Regional Plan, strengthens coordination with local partners, and outlines key service delivery strategies. It details braided funding resources, support for workforce system partners, and strategic collaborations that enhance service integration.

The 2025-2028 Local Plan builds upon the vision set forth in the Regional Plan by providing a comprehensive overview of local workforce operations and processes. Key focus areas include:

- CalFresh Employment and Training services
- Coordination with Local Child Support Agencies (LCSAs)
- Alignment with the Comprehensive Integrated Employment (CIE) Blueprint to serve individuals with developmental and intellectual disabilities
- Workforce training for frontline staff, including digital fluency, distance learning, and cultural competencies
- Rapid Response and Layoff Aversion activities
- Youth workforce development initiatives
- America's Job Center of California (AJCC) Operator responsibilities

A core component of the Local Plan is the collaboration and coordination among local workforce partners to achieve the Regional Plan's vision. The plan highlights key cooperative agreements and core partnerships as defined under WIOA Section 121, including:

- WIOA Title II (Adult Education and Literacy)
- WIOA Title III (Wagner-Peyser Employment Services)
- WIOA Title IV (Vocational Rehabilitation Services)
- Carl Perkins Career and Technical Education

The 2025-2028 Local Plan was developed with input and support from key stakeholders, ensuring alignment with local partners and a shared commitment to workforce development across Monterey County.

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WIOA Core and Required Partner Coordination

How Local Boards and AJCC partners will coordinate the services and resources identified in their MOU, as outlined in WIOA Memorandums of Understanding (WSD18-12).

As outlined in the WIOA Memorandum of Understanding (WSD18-12), the Monterey County Workforce Development Board (MCWDB) is committed to fostering a high-quality workforce development system that serves both job seekers and employers. Through strategic collaboration with county agencies, educational institutions, and the business community, MCWDB ensures the efficient delivery of employment and training services.

The MCWDB's MOU with its partners establishes three priority areas to enhance coordination within the America's Job Center of California (AJCC) delivery system:

1. Employer Engagement

The MCWDB prioritizes employer engagement to better align workforce development efforts with the needs of local and regional industries, particularly in high-priority sectors. Key strategies include:

- Strengthening employer engagement initiatives that connect job seekers with industry demands, with a focus on small businesses and priority industry sectors.
- Implementing common performance measures for all partners to track employer services and engagement activities effectively.
- Leveraging and expanding successful models such as the MCWDB's Sector Strategies, regional and local initiatives and Labor Market Information (LMI) systems to optimize employer outreach while minimizing duplication.
- Enhancing work-based learning opportunities, including internships, customized training, incumbent worker training, and apprenticeships to support workforce readiness.

2. Aligning Career Pathways and Sector Strategies

The MCWDB is committed to increasing the number of individuals who obtain industry-recognized credentials and degrees by aligning career pathways with regional sector strategies. These efforts include:

- Developing career pathways with multiple entry and exit points to serve a diverse range of job seekers, including youth and adult workers.
- Convening industry leaders to ensure training programs and curricula to meet evolving workforce demands.

- Collaborating with community colleges and training providers to align coursework with stackable, industry-valued credentials, creating seamless career advancement opportunities.
- Enhancing services for out-of-school and disconnected youth by expanding work experience and career opportunities in priority sectors.
- Implementing measures to track progress toward self-sufficiency, including livable wages, retention rates, credential attainment, job quality, and customer satisfaction.

3. System Alignment and Accountability

The MCWDB fosters system integration and continuous improvement by enhancing coordination across AJCC partners. These efforts focus on:

- Reducing service duplication and streamlining operations through enhanced partner presence at AJCC locations and through virtual services.
- Implementing human-centered design principles to improve customer flow, including intake, assessment, referral processes, and job placement services in demand sectors.
- Strengthening partnerships to better serve hard-to-reach populations, including individuals with limited English proficiency and basic skills deficiencies.
- Exploring cost-sharing strategies within the North Central Coast Regional Planning Unit to optimize resources related to procurement, staff training, web-based tools and applications, and evaluation tools.
- Providing cross-training opportunities for AJCC staff to increase awareness and improve service delivery for priority populations, including unemployed and underemployed individuals, low-income job seekers, veterans, individuals with disabilities, youth, and other at-risk populations.

By focusing on these key priorities, the MCWDB aims to drive continuous improvement, system efficiency, and workforce outcomes, ensuring that the region's workforce system remains responsive to the evolving needs of both employers and job seekers.

How the Local Board and AJCC partners will work towards co-enrollment and common case management as a service delivery strategy, as outlined in Strategic Co-Enrollment – Unified Plan Partners (WSD19-09).

The MCWDB recognizes that strong partnerships with educational institutions are essential to delivering effective career pathways and co-enrollment opportunities. To enhance coordination between education and workforce activities, the MCWDB ensures ongoing communication between secondary and postsecondary institutions and other workforce system partners.

As part of the North Central Coast Regional Planning Unit (RPU), the MCWDB has collaborated with regional workforce development boards to align policies that promote co-enrollment, both in local and regional programs and grants. This alignment ensures that participants moving within the North Central Coast region can continue receiving uninterrupted services, fostering a seamless experience across workforce programs.

One key initiative demonstrating this commitment is the High Road Construction Careers grant, a tri-county apprenticeship preparation program for the construction industry. Funded by the California Workforce Development Board's High Road Construction Careers grant, this program helps participants gain the skills needed to enter and succeed in registered apprenticeships, supporting long-term career stability.

To further support co-enrollment efforts, the MCWDB strongly encourages service providers to:

- **Pursue co-enrollment** between Title I Youth Services and Title II Adult Education programs, fostering collaboration and educational persistence.
- **Develop credentialing benchmarks** in partnership with Title II Adult Education and community colleges, ensuring participants gain both basic and occupational skills on an accelerated timeline.
- **Facilitate Educational re-entry programs**, even on a part-time basis, while participants continue their education and training while still earning an income.
- **Strengthen partnerships with the Department of Rehabilitation** to identify and co-enroll eligible individuals, ensuring that all core workforce programs provide access to adaptive services and accommodations.

Additionally, AJCC satellite locations are designed to provide accessible meeting spaces and adaptive services to meet the diverse needs of customers. By prioritizing co-enrollment and common case management strategies, the MCWDB continues to enhance service integration, ensuring that participants receive comprehensive, uninterrupted support as they progress toward economic self-sufficiency.

How the Local Board and AJCC partners will facilitate access to service provided through the one-stop delivery system, including in remote areas, through technology and other means.

The MCWDB and its America's Job Center of California (AJCC) partners have implemented various technological solutions to ensure equitable access to workforce services, particularly for individuals in remote areas. The transition to digital service delivery was accelerated due to the COVID-19 pandemic, which required AJCCs and partner organizations to temporarily suspend in-person services. To address these challenges and maintain accessibility, the MCWDB issued Requests for Qualifications (RFQs) to expand virtual services, enhance online training opportunities, and continue delivering essential workforce development programs.

To support this effort, the following technology-driven services have been implemented:

- **Premier Virtual One-Stop System** – A digital platform providing interactive virtual job fairs to connect job seekers with employers in real time.
- **Virtual AJCC Services** – AJCC partners offer remote access to workforce services and programs, ensuring customers receive assistance regardless of their location.
- **Launchpad Event Planning and Communications System** – A digital software system to improve, automate and streamline the delivery of workforce development and employment services to job seekers and employers in Monterey County.
    - The existing Launchpad customer relationship management (CRM) system will be enhanced to develop planning, registration, recordkeeping and email notification systems in real time for job fairs including employers and job seekers with a digital process leveraging online CRM and business engagement tools.
    - Event Registration forms for both job seekers and employers in electronic format will be designed to assist in obtaining data including location, interests, and feedback on services.
    - Improved data access and reporting on the progression and outcomes of the job fairs for both the employers and job seekers provides the numbers of attendees, employers, zip code locations, and uploading of resumes.
    - Usage of email notification reminds both employers and job seekers of upcoming and registered job fairs. Information can be used to track job seekers in their continued efforts to secure gainful employment.
    - The MCWDB will be the lead on the ongoing development of the Launchpad system. This tool will allow MCWDB and its regional partners in Santa Cruz and San Benito counties to reach out to underserved areas and provide information on WIOA services and registration.

By leveraging technology and innovative service delivery models, the MCWDB ensures that workforce development programs remain accessible and effective, particularly for job seekers and businesses in rural and underserved areas. Moving forward, MCWDB will continue expanding digital resources to enhance workforce accessibility and engagement across Monterey County.

How the Local Board and AJCC partners will coordinate workforce and education activities with the provision of appropriate supportive services.

The MCWDB recognizes that supportive services play a critical role in removing barriers to employment and education, ultimately enhancing participants' success in the workforce. To ensure individuals receive the necessary assistance, the MCWDB has adopted a Supportive Services policy, which establishes funding levels for WIOA Title I Adult, Dislocated Worker, and Youth program participants.

This policy outlines detailed requirements for supportive services, including the development, documentation, and retention of records demonstrating the need for and provision of such services. Supportive services are designed to help participants overcome external barriers to employment, such as transportation challenges, childcare needs, and other essential support.

To facilitate the seamless integration of workforce, education, and supportive services, the MCWDB:

- Collaborates with program and education providers to ensure eligible individuals have access to needed services that support their training and employment goals.
- Outlines a service delivery strategy in the AJCC MOU through a service matrix, identifying which AJCC partners provide specific supportive services and how customers can access them—whether in-house, remotely, or through informational materials.
- Coordinates referrals and service provision with community-based organizations, government agencies, and other stakeholders to maximize resource efficiency and service accessibility.

By integrating supportive services with workforce and education programs, the MCWDB ensures that individuals receive the comprehensive support they need to succeed in their training, job placement, and long-term career development.

How the Local Board and AJCC partners will comply with WIOA Section 188 and applicable provisions of the Americans with Disabilities Act of 1990 regarding the programmatic accessibility of facilities, programs and services, assistive technology, and materials for individuals with disabilities, as outlined in Nondiscrimination and Equal Opportunity Procedures (WSD17-01).

The MCWDB is committed to fostering an inclusive and barrier-free environment that ensures equal access to employment and training services for individuals with disabilities. The MCWDB and its AJCC partners adhere to WIOA Section 188 and the Americans with Disabilities Act (ADA) of 1990, ensuring that all facilities, programs, services, assistive technologies, and materials are accessible and compliant with nondiscrimination and equal opportunity standards.

Monitoring and Compliance

To uphold these commitments, the State's Employment Development Department (EDD) provides annual or biennial compliance monitoring instruments to the MCWDB's Equal Opportunity (EO) Officer. These instruments assess the physical and programmatic accessibility of comprehensive and satellite AJCC locations, ensuring they remain fully usable by individuals with disabilities.

Additionally, the MCWDB conducts annual monitoring reviews, during which:

- Training providers complete an ADA Accessibility Survey, submitted for review.
- Site visits confirm that EO policies and procedures are effectively implemented.
- AJCC facilities are evaluated to ensure compliance with accessibility requirements and staff competency in serving individuals with disabilities.

Policies and Service Provision

The MCWDB has established specific policies to support and guide the provision of WIOA services for individuals with disabilities, including:

- Nondiscrimination and Equal Opportunity Procedures Policy and Guidance, providing the MCWDB's accessibility requirements for individuals with disabilities and/or limited English, detailing procedures for the MCWDB staff and WIOA service providers to ensure compliance and service accessibility.
- Reasonable Accommodation and Modification for Individuals with Disabilities Policy and Guidance.

Through the AJCC delivery system, individuals with disabilities have access to a comprehensive range of services, including:

- Outreach, recruitment, and eligibility verification.
- Assessment, job search assistance, and referral services.
- On-the-Job Training (OJT), Individual Training Accounts (ITA), work experience/transitional jobs, and supportive services.
- Referral systems for additional training and support services to ensure full accessibility to workforce programs.

To reinforce awareness of EO policies, all WIOA participants sign an EO acknowledgment form at the time of enrollment, confirming their understanding of their rights and grievance procedures.

Staff Training and Partnerships

To maintain high standards of service accessibility, the MCWDB:

- Requires AJCC staff to attend EO training every two years at a core partner location.

- Collaborates with the Department of Rehabilitation (DOR), a mandatory AJCC core partner, and other disability service organizations to improve service access and delivery.
- Ensure DOR staff are scheduled at comprehensive and satellite AJCC locations as needed to provide direct support.
- Works with Monterey County Behavioral Health Department to offer assistance related to mental health and substance use disorders, as needed.
- Encourages DOR-led training sessions for AJCC partners to strengthen staff capacity in serving individuals with disabilities.

Adaptive Services and Assistive Technology

The MCWDB and its partners make every effort to accommodate customer needs through:

- Adaptive services tailored to individuals with disabilities.
- Accessible meeting spaces at comprehensive and satellite AJCC locations.
- Available Assistive technology resources.

Continuous Improvement and Oversight

The MCWDB leverages its Executive and Career Services Committee meetings to:

- Review services, performance outcomes, and initiatives.
- Assess outreach efforts to individuals with barriers to employment.
- Develop strategies for enhancing service accessibility and engagement.

By prioritizing compliance, staff training, accessibility, and strategic partnerships, the MCWDB ensures that individuals with disabilities receive equitable access to workforce development programs, supporting their full participation and success in the labor market.

State Strategic Partner Coordination

How the Local Board will coordinate with County Health and Human Services Agencies and other local partners who serve individuals who access CalFresh Employment and Training services.

The MCWDB actively collaborates with the Monterey County Department of Social Services (MCDSS) and other local partners to provide comprehensive support and employment services to individuals accessing CalFresh Employment & Training (E&T) services. This collaboration ensures that underserved populations receive the necessary resources, training, and employment opportunities to achieve economic stability.

Enhanced Coordination and Resource Alignment

Beyond the COVID-19 pandemic response, which heightened the importance of inter-agency collaboration, the MCWDB remains committed to strengthening its partnerships through the following initiatives:

- Public Comment & Listening Sessions: The MCWDB has hosted community engagement sessions to review and improve CalFresh E&T services, particularly for individuals with disabilities.
- Funding Integration: The MCWDB strategically leverages WIOA funds to supplement traditional funding sources such as CalWORKs, Pell Grants, and Wagner-Peyser services, ensuring expanded access to training programs and supportive services.
- Co-Enrollment & Resource Maximization: The MCWDB and MCDSS work together to align resources and increase enrollment in CalFresh E&T programs, optimizing service delivery across workforce and social service systems.

Referral & Service Integration

To ensure seamless service delivery, the MCWDB continues to enhance its referral system, initially developed during the drafting of the previous Local Plan. This system enables cross-agency referrals and ensures that individuals:

- Have access to integrated services across the workforce, social services, and community-based organizations.
- Can transition between programs without unnecessary barriers or disruptions.
- Receive coordinated support from local partners, including those serving formerly incarcerated individuals, non-custodial parents, and those affected by the pandemic.

Ongoing Collaboration & Continuous Improvement

To strengthen partnerships and refine service delivery, the MCWDB facilitates:

- Monthly AJCC partner meetings to collect input, enhance collaboration, and increase efficiency.
- Improvements to referral processes, follow-up strategies, and inter-agency communication to ensure effective service coordination.

Commitment to High-Quality Career Pathways

As outlined in the North Central Coast Region's Regional Plan, the MCWDB prioritizes sector pathways that lead to "high-road" jobs—positions that offer:

- Living wages
- Career advancement opportunities
- Comprehensive benefits

The MCWDB recognizes that placing individuals in low-paying, stagnant jobs perpetuates economic hardship. To break this cycle, the MCWDB works closely with social service agencies and education and training providers to support individuals in entering and advancing within high-road career pathways, ensuring long-term economic mobility.

How the Local Board will coordinate with Local Child Support Agencies and other local partners who serve individuals who are non-custodial parents.

The COVID-19 pandemic reinforced the critical need for strong local and regional partnerships. One such initiative, the *Bright Beginnings Early Childhood Development Initiative*, is a countywide coalition dedicated to providing coordinated support for emergency early childhood care and education. This initiative connects essential workers with the childcare resources they need while offering comprehensive support to parents.

The MCWDB continues to engage closely with the County Child Support Services Agency and community-based organizations (CBOs) to identify opportunities for improving child support services. Monthly meetings with CBOs and faith-based organizations provide a platform for discussing strategies to help program participants advance in their careers while ensuring their children receive quality care. The integration of braided supports and coordinated services remains a cornerstone of these efforts.

In collaboration with the Local Child Support Agency (LCSA) and Adult Education Block Grant (AEBG) partners, the MCWDB participates in monthly meetings and assists to identify and connect non-custodial parents with available resources. This partnership prioritizes support for unemployed, underemployed, and payment-delinquent non-custodial parents, offering pathways to financial stability and workforce participation. A key objective of this collaboration is the expansion of family law facilitator services, which assist recently released individuals in accessing support services and reintegrating as contributing members of society. Additionally, the partnership with *Encompass Community Services* provides employment assistance and support specifically tailored for parents, including targeted resources for fathers.

Another key initiative is the *GEO Re-Entry Program*, a collaborative effort between LCSA and the MCWDB that supports justice-involved individuals through evidence-based treatment and supervision programs. This partnership helps non-custodial parents gain the necessary resources to enter, remain, and advance in employment or educational pathways. The ultimate goal is to facilitate access to sustainable, high-quality jobs that enable participants to support themselves and their families.

The MCWDB and LCSA continue to refine and strengthen referral and outreach processes. The introduction of direct referrals to LCSA has enhanced service coordination and increased access to a broader range of resources. Additionally, LCSA conducts targeted outreach programs

within communities to encourage program participation and ensure that non-custodial parents are aware of the support available to them.

Through these strategic partnerships and initiatives, the MCWDB remains committed to fostering economic stability and workforce advancement for non-custodial parents, ultimately contributing to stronger families and communities.

How the Local Board will coordinate with local Partnership Agreement partners, established in alignment with the Competitive Integrate Employment Blueprint, and other local, regional, and statewide partners who serve individuals with developmental and intellectual disabilities.

The MCWDB works in close collaboration with the DOR to expand opportunities for individuals with disabilities, including those with developmental and intellectual disabilities. This partnership is guided by an agreement between the DOR and the State Board, which identifies four key policy priorities:

1. Services to Youth
2. Employer Engagement
3. Capacity Building
4. Competitive Integrated Employment (CIE)

The MCWDB actively supports all four priorities through coordinated efforts with the DOR.

In 2018, the partnership agreement was revised to require Local Workforce Development Boards and Regional Planning Units to incorporate specific planning guidance into their regional and local workforce plans. This enhanced collaboration has led to several key developments, including the co-location of DOR staff at AJCCs for up to eight hours per month, during which they provide direct support, training, and updated guidance to better assist job seekers with disabilities. Additionally, the DOR conducts monthly meetings with AJCC staff to discuss strategies for improving service delivery, strengthening collaboration, and enhancing disability awareness training. These efforts have significantly contributed to capacity building and service integration across the workforce system.

The MCWDB and DOR also work together to strengthen employer engagement efforts by sharing information on hiring incentives, employer requirements, and best practices for recruiting and retaining individuals with disabilities. The DOR provides valuable input on regional workforce strategies, targeted industries, and career pathways that support youth and individuals with disabilities. Additionally, the DOR facilitates on-the-job training opportunities for job seekers with intellectual or developmental disabilities, helping them gain hands-on experience and develop essential workplace skills.

As part of its commitment to Competitive Integrated Employment (CIE), the MCWDB continues to coordinate with the DOR, AJCCs, and key stakeholders to implement regional strategies that promote inclusive workforce practices. Through stakeholder meetings and policy collaboration, the partnership ensures that individuals with disabilities have access to sustainable, competitive employment opportunities that align with their skills and aspirations.

By fostering strong partnerships at the local, regional, and statewide levels, the MCWDB remains dedicated to creating a more inclusive workforce that supports individuals with disabilities in achieving long-term career success.

How the Local Board will coordinate with community-based organizations and other local partners who serve individuals who are English language learners, foreign-born, and/or refugees.

Community-based organizations (CBOs) play a vital role in the MCWDB's efforts to support English language learners (ELLs), foreign-born individuals, and refugees. Monterey County is home to five WIOA Title II Adult Education and Literacy partners: Gonzales Adult School, Monterey Adult School, Pacific Grove Adult School, Salinas Adult School, and Soledad Adult School. Additionally, the MCWDB collaborates with Hartnell College, Salinas Valley Adult Education, and Monterey Peninsula College Adult Education consortia to support Carl Perkins Career and Technical Education programs. The mission of the MCWDB and its partners is to equip individuals with the skills and education necessary to secure high-road jobs that offer living wages and opportunities for career advancement within Monterey County.

The MCWDB's One-Stop Operator continues to facilitate monthly meetings with partners, including Adult Education providers that serve ELLs. These meetings provide a platform for updates on English as a Second Language (ESL) class locations, outreach initiatives for youth programs, cross-cultural customer service training, and other relevant services. By fostering regular communication, these meetings help ensure that resources are effectively coordinated and accessible to those in need.

The MCWDB recognizes that local partners are often the most effective bridge to underserved populations. To strengthen outreach efforts, the MCWDB collaborates with CBOs, non-profits, and other organizations to identify service gaps and tailor support for individuals who may be reluctant to engage with government agencies. For example, the undocumented community, which often faces barriers to accessing services, receives support primarily from three key non-profits. Through these partnerships, the MCWDB assists with coordination of General Educational Development (GED) attainment and dependent support services, ensuring that these populations receive the resources necessary for economic stability and career growth.

Additionally, the MCWDB works with partner agencies to enhance their focus on historically underserved communities. An updated referral process has significantly improved the coordination and delivery of interconnected resources, ensuring seamless access to services for

ELLs, foreign-born individuals, and refugees. To further support accessibility, the MCWDB website now includes a comprehensive list of AJCC partner organizations and their programs, making it easier for individuals to connect with available resources.

Through these strategic collaborations, MCWDB remains committed to empowering diverse communities, fostering inclusive economic opportunities, and ensuring equitable access to workforce development programs across Monterey County.

How the Local Board will coordinate with Local Veteran Affairs, community-based organizations, and other local partners who serve veterans.

The MCWDB is committed to ensuring that veterans and their eligible spouses receive priority of service and have equitable access to workforce services, programs, training opportunities, and supportive services. Through strategic partnerships with local veterans' groups, CBOs), and other service providers, the MCWDB works to address the unique challenges faced by veterans, including those who are unemployed, underemployed, homeless, or disabled.

1. **Priority of Service**

The MCWDB has adopted the WIOA Adult Program Priority of Service policy, which mandates that priority of service be provided to:

- Veterans and their eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
- Recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
- Veterans and eligible spouses who are not included in WIOA's priority groups.
- Individuals with family income under 250% of the poverty line and for whom it is determined that the individual is in need of and can benefit from services. Long-term unemployed individuals with a barrier to employment may be enrolled under this priority; employed individuals enrolled under this priority must have a barrier to self-sufficient employment. This priority population was established by the Local Board.
- Other individuals not included in WIOA priority groups.

2. Veterans and Eligible Spouses

The MCWDB prioritizes workforce services for veterans and their eligible spouses, with first priority given to those who are low-income, recipients of public assistance, or basic skills deficient. Veterans and eligible spouses who do not meet these criteria are still entitled to priority of service, but they are not factored into the 51% priority of service requirement under WIOA guidelines.

A recent EDD directive emphasized the need for training in Veterans and Eligible Spouses Priority of Service (POS) to ensure that veterans and their eligible spouses are identified and informed of their priority at the point of accessing services and stated that, instead of asking a potential participant if he or she is a veteran, which many veterans assume is asking if they served in a war, the front desk staff should always ask, "have you or your spouse ever served in the U.S. Military?" This question must be asked of every customer who walks in regardless of gender. A customer's Driver's License or ID card may also provide the word, "Veteran," to indicate that the individual has served in the U.S. Armed Forces.

The directive additionally emphasized the importance of using a script at the front desk to ensure that veterans and their eligible spouses are quickly identified and can familiarize themselves with the programs offered through the AJCC, their eligibility requirements, and other support that can be provided through the program.

3. Homeless and Disabled Veterans

Public feedback from a January 15, 2025, stakeholder presentation emphasized that homeless and disabled veterans often do not self-identify as veterans, making outreach and service coordination crucial. Additionally, a previous grant supporting homeless veterans highlighted the challenges some veterans face due to bad discharge status, which can limit their access to benefits and services. The MCWDB is actively exploring ways to improve outreach and ensure that all veterans—regardless of their discharge status—receive appropriate support.

4. Support Services and Workforce Development

To strengthen workforce outcomes for veterans, the MCWDB is committed to enhancing staff training and awareness regarding the unique needs of veterans and other at-risk populations. This includes:

- Specialized career counseling and job placement assistance for veterans.
- Connections to apprenticeship and on-the-job training programs tailored for veterans.
- Coordination with Veterans Affairs and local partners to expand access to employment-related services.
- Support for veterans facing barriers to employment, including those with disabilities or experiencing homelessness.

5. Programs and Resources for Homeless Veterans

While the MCWDB does not currently administer veteran-specific housing programs, it actively collaborates with community-based organizations and veteran service providers to connect homeless veterans with housing assistance and workforce programs. These include:

- VA Supportive Housing (HUD-VASH) – A federal program providing rental assistance and case management.
- Supportive Services for Veteran Families (SSVF) – A program offering homelessness prevention, rapid rehousing, and supportive services.

- Local CBO partnerships that provide housing assistance, legal aid, and employment support for homeless veterans.

By fostering strong partnerships with local veterans' groups, non-profits, and workforce development agencies, the MCWDB continues to expand opportunities for veterans to achieve meaningful employment and long-term stability.

How the Local Board will collaborate with the Strategic Planning partners to address environmental sustainability.

The MCWDB recognizes the critical role of environmental sustainability in shaping the future workforce and ensuring long-term economic resilience. As industries continue to evolve in response to climate change, technological advancements, and policy shifts, the integration of sustainable practices into workforce development is essential.

To support this vision, the MCWDB is committed to collaborating with Strategic Planning Partners, industry leaders, educational institutions, and community organizations to:

1. Promote Green Jobs and Workforce Development

The MCWDB will work with regional and state partners to identify and expand training opportunities in emerging green industries, including:

- Renewable energy (solar, wind, and battery storage)
- Energy efficiency and building retrofitting
- Sustainable agriculture and water conservation
- Electric vehicle infrastructure and alternative transportation
- Environmental compliance and waste reduction

Through partnerships with local employers, community colleges, universities, and apprenticeship programs, the MCWDB will ensure that job seekers—particularly those from underserved communities—have access to hands-on training and employment opportunities in high-demand green careers with industry certifications.

2. Support Businesses in Transitioning to Sustainable Practices

As businesses across industries adopt environmentally sustainable models, the MCWDB will support employers by:

- Coordinating with workforce and education partners for trainings that will incorporate sustainability principles into job training programs.

- Partnering with County Economic Development agencies to assist with attracting and retaining green businesses.
- Encouraging businesses to utilize clean energy, reduce waste, and adopt circular economy strategies.
- Helping workers to understand and adapt to sustainability-focused changes in their industries.

3. Incorporate Environmental Sustainability into Workforce Training

The MCWDB will include environmental literacy and sustainable workplace practices as part of workforce training programs, ensuring that workers across all industries understand:

- The importance of energy efficiency and conservation in their roles.
- Best practices for reducing environmental impact in various sectors.
- How to apply green skills and technology to everyday job functions.

4. Strengthen Partnerships to Advance Regional Sustainability Goals

To create a cohesive and strategic approach to workforce development and sustainability, the MCWDB will work with:

- Local and regional planning agencies to align workforce strategies with climate action goals.
- Work with educational institutions on how to expand green technology training programs.
- Coordinate with Industry consortia and business groups to assess future workforce needs in sustainability-related fields.
- Work with community-based organizations to ensure equitable access to green job opportunities where available.

By embedding sustainability concerns and issues into workforce development initiatives, the MCWDB aims to train workers with the skills needed to support a greener economy in Monterey County while also supporting businesses in meeting future sustainability goals. This approach ensures that Monterey County remains competitive, resilient, and forward-thinking in the face of environmental and economic shifts.

WIOA Title I Coordination

Training and/or professional development that will be provided to frontline staff to gain and expand proficiency in digital fluency and distance learning.

The MCWDB is committed to providing ongoing training and professional development for both staff and partner organizations to ensure the highest level of service for customers. As digital literacy requirements continuously evolve alongside advancements in technology, it is essential that staff remain proficient in emerging tools and trends.

One significant new area of focus is the integration of Artificial Intelligence (AI) into workforce services. To maintain excellence, staff and partners receive ongoing training on AI applications and other digital innovations, ensuring they can effectively utilize these new technologies to enhance service delivery to the MCWDB's customers. Incorporating and strengthening the use of digital literacy is a key priority, enabling the MCWDB to remain competitive and adaptive in an increasingly digital environment.

The MCWDB is dedicated to equipping staff with the necessary skills to do their jobs and stay ahead of current and future technological advancements. Continuous upskilling efforts help ensure that workforce professionals remain proficient in the use of digital tools and cybersecurity and maintain an understanding of the ethical considerations that will challenge workforce professionals in the future. The following key training areas have been identified to enhance staff digital literacy. These topics will be addressed through webinars led by qualified trainers:

- **Communication & Collaboration**
    - Effective use of social media in workforce development
    - Utilization of digital tools for engagement and productivity
    - Understanding key concepts in the digital era
    - Developing skills for meaningful digital engagement
- **Cybersecurity Awareness**
    - Identifying potential security risks and mitigation strategies
    - Responding effectively to cyber threats or attacks
    - Understanding how staff actions can contribute to cybersecurity risks
    - Use of AI and risks associated with it
- **Legal & Ethical Considerations**

- Best practices for sharing information via email
- Guidelines for discussing business and client matters on social media
- Maintaining confidentiality and data privacy standards

By prioritizing these training initiatives, the MCWDB ensures that staff and partners remain well-equipped to navigate the evolving digital landscape while delivering exceptional services to customers.

Training and/or professional development that will be provided to frontline staff to ensure cultural competencies and an understanding of the experiences of trauma-exposed populations.

The MCWDB is committed to providing continuous training and professional development for staff and partner organizations to ensure the highest level of service for customers.

In 2020, the MCWDB launched WIOA University, a comprehensive catalog of workforce professional training programs. As part of this initiative, WIOA staff and partner staff are required to complete 45 hours of training annually. To support this goal, the MCWDB offers Dynamic Works Professional Development Certification Training to all staff. The Foundations of Workforce Development Professional Certification consists of nine courses, culminating in a final certification exam. These courses align with the National Association for Workforce Development Professionals (NAWDP) core competency areas, ensuring that staff receive industry-recognized training. The program has been highly successful with a 95% completion rate.

Additionally, the MCWDB collaborates with its partners to integrate cultural competence and trauma-informed care into daily operations. Annual training, as guided by Health and Human Services agencies, ensures that all staff understand the importance of fostering inclusive behaviors, attitudes, and policies. This training equips professionals with the necessary tools to work effectively in cross-cultural environments and provide equitable, empathetic service to all individuals.

In 2020, the MCWDB developed Trauma-Informed Care curriculum and began providing a three-part Social Emotional Learning Workshop covering key therapeutic principles of trauma-informed care. This initiative is part of a broader effort to ensure that workforce professionals are prepared to support individuals on their path to recovery and stability.

How the Local Board will coordinate Workforce investment activities in the Local Area with statewide rapid response activities, as outlined in Rapid Response and Layoff Aversion Activities (WSD16-04).

The MCWDB actively collaborates with regional and statewide partners to implement Rapid Response and Layoff Aversion activities, as outlined in WSD16-04. These efforts aim to support affected workers in returning to work as quickly as possible following layoffs—or to prevent layoffs altogether.

Regional Coordination and Strategic Investments

To enhance regional capacity and streamline business services, the MCWDB has partnered with Santa Cruz and San Benito Counties to secure Regional Planning Implementation (RPI) grants (2.0, 3.0). These grants have supported the development of regional infrastructure, allowing for:

- A uniform approach to Business Services alignment.
- A cohesive regional sector analysis that benefits local businesses and employees.
- Coordination of regional Rapid Response activities and services.

This cohesive strategy has improved efficiency and service delivery, ensuring businesses receive quick and effective support to mitigate workforce disruptions.

Ongoing Collaboration and Best Practices Sharing

The MCWDB actively engages with regional and statewide partners through:

- Quarterly roundtable meetings to discuss best practices and integrate them at the local level.
- Quarterly Business Engagement and Rapid Response meetings (primarily via Zoom) with participation from former regional planning partners, including San Luis Obispo and Santa Barbara counties.
- Region-wide trainings and strategy discussions to ensure a consistent and effective Rapid Response approach.

These partnerships ensure that businesses and employees across the region receive timely support, consistent messaging, and access to critical resources.

Employer and Employee-Focused Support Services

The MCWDB offers a range of services to support both employers and employees:

Employer Benefits:

- On-the-Job Training (OJT): Reimbursement of up to 50% of training costs.

- CalJOBS Access: Job postings, labor market data, and workforce resources.
- Specialized Recruitments and Job Fairs.
- Layoff Aversion Strategies: Customized support to retain workers and minimize business disruptions.

Employee Benefits:

- Free Online Learning: Access to MOOCs (Massive Open Online Courses) through Coursera, EdX, and other top providers.
- Job Readiness Support: Resume building, interview preparation, and skills assessments.
- SkillUp Monterey Initiative:
    - 5,000+ online courses in Microsoft Office, Leadership, and Customer Service.
    - Career pathway tools and certification training (e.g., CompTIA, Amazon AWS Certified Developer).

Through these initiatives, the MCWDB ensures that businesses receive proactive support, and workers have access to upskilling opportunities that position them for career success in a rapidly evolving economy.

Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Local Area.

The MCWDB has adopted the WIOA Adult Program Priority of Service policy to guide the AJCC delivery system partners in meeting priority of service requirements. This policy ensures that priority is given to veterans and their eligible spouses, recipients of public assistance, low-income individuals, and individuals who are basic skills deficient

Adults receiving services beyond self-service and informational activities must be determined eligible, enrolled, and considered participants in WIOA Title I services. Individualized career services and training services are provided on a priority basis, regardless of funding availability. Monterey County has a long-standing commitment to serving these priority populations through its WIOA Adult Program, ensuring equitable access to workforce development services.

WIOA Adult and Dislocated Worker Initiatives

The Monterey County Works initiative, spearheaded by the MCWDB, provides employment and training opportunities for adults and dislocated workers. Key programs under this initiative include:

- **Monterey County's H.E.L.P. Program**: Provides a 12-week, paid work experience. Participants contribute to providing essential community services at local food banks in

Monterey and Santa Cruz counties, as well as working with the Coalition of Homeless Service Providers in Monterey County.

- **Monterey County's 2022-23 Severe Winter Storms Project**: Offers eligible individuals 26 weeks of paid work experience at a rate of $19.50 per hour for up to 32 hours per week, supporting winter storm recovery efforts in Monterey County.
- **Monterey County's Community Health Worker (CHW) Certificate Training Program**: Since October 2021, the MCWDB has worked with Monterey Peninsula College and Tim Berthold, founder of the CHW Training Group and author of a highly acclaimed CHW textbook, to develop curriculum, train, and certify several cohorts of WIOA clients and incumbent (existing) workers in coordination with health care employers such as the Salinas Valley Memorial Hospital, Clinica de Salud del Valle de Salinas, and the Monterey County Health Department.
- **Monterey County's Emerging Industries On-the-Job and Incumbent Worker Training Programs:** Since late 2022, the MCWDB's Business Services team has been working with local companies representing emerging industries, including Bloom Energy, Tesla, and Joby Aviation, to establish a recruiting pipeline, implement on-the-job training programs, and provide training to incumbent workers to upgrade their skills.
- **North Central Coast's Regional Equity and Recovery Partnerships Program:** Since early 2023, the MCWDB has led this grant with its regional education and training partners in Santa Cruz and San Benito counties to provide additional enrollments at regional community colleges under the State's Regional Equity and Recovery Partnerships grant. Contracts were executed with Cabrillo, Gavilan, Hartnell, and Monterey Peninsula colleges to provide training to individuals in welding, CHW, phlebotomy, medical assisting, and other areas.

These targeted programs exemplify Monterey County's proactive approach to workforce development, ensuring that dislocated workers receive meaningful employment opportunities while contributing to community resilience and recovery efforts.

A description and assessment of the type and availability of youth workforce investment activities in the Local Area, as outlined in WIOA Youth Program Requirements (WSD17-07).

The MCWDB has designed youth workforce development services to be fully integrated into the America's Job Center of California (AJCC) delivery system. These services are funded through WIOA and specialized grant programs and are delivered by Equus Workforce Solutions (formerly ResCare), Turning Point of Central California, and other workforce and community partners.

All youth have access to the AJCC system where they receive basic career services. During orientation and intake, youth customers self-identify any special needs and eligibility factors, ensuring appropriate service prioritization. An intake assessment evaluates language proficiency and accessibility requirements, with interpretation services available for Limited English Proficient (LEP) individuals.

Assessment and Service Delivery

The MCWDB has transitioned to using the Comprehensive Adult Student Assessment System (CASAS) as its primary standardized assessment instrument and using WorkKeys as an additional assessment to provide local businesses with a pool of qualified candidates to fill job vacancies.

WIOA-eligible youth also complete a comprehensive objective assessment to identify their skills, aptitudes, career interests, and service needs. Age-appropriate assessment tools ensure youth are actively engaged in the process. Based on assessment results, an Individual Service Strategy (ISS) is developed, outlining short- and long-term career goals and the services needed to achieve them.

Eligible youth may choose from 14 WIOA youth program elements, which are made available through WIOA-funded programs and service providers. While youth service providers determine specific services based on assessment outcomes, the MCWDB's policy ensures all 14 elements are accessible to youth in Monterey County.

Commitment to Accessibility and Equity

The MCWDB is dedicated to serving individuals with disabilities, including youth, by maintaining a barrier-free environment within the AJCC system. The MCWDB collaborates with organizations such as the Department of Rehabilitation to enhance service access and delivery for youth with disabilities.

Resources for individuals with disabilities are available, and the AJCC system undergoes regular evaluations by the One-Stop Operator, subrecipient and State monitors, and the MCWDB's EO officer to ensure compliance with accessibility standards. Currently, both comprehensive AJCC and satellite locations have been evaluated and confirmed as accessible.

Career Pathways and Workforce Development Initiatives

To expand career pathway programs in high-demand industries, the MCWDB has launched initiatives designed to provide education, training, and workforce development opportunities at various career stages.

- North Central Coast Regional Planning Unit (RPU) Training Sessions: The MCWDB administers regional training sessions for workforce providers and stakeholders, offering technical assistance to enhance staff capacity in serving youth populations.
- The MCWDB works with Joby Aviation staff to provide summer internship and OJT opportunities.

Pre-Apprenticeship and Youth Employment Programs

1. **Monterey Bay Collaborative Pre-Apprenticeship Program**
    - Provides hands-on experience and industry-recognized certifications.
    - Prepares participants for apprenticeships in Construction Laborers, Carpenters, Plumbers, Electricians, Operating Engineers, and other building trades.
    - Includes training in blueprint reading, applied construction mathematics, green building techniques, and certifications such as:
        - OSHA 10-hour Safety Certification
        - CPR and First Aid Certification
        - Sexual Harassment Prevention Training
        - Multi Craft Core Curriculum (MC3) Certification
    - Open to individuals with a high school diploma or GED, with preference for women, racial and ethnic minorities, disadvantaged youth (ages 18-25), and the formerly incarcerated.
2. **Monterey Cadre**
    - Designed for young adults ages 18-24, this 12-week program fosters responsibility, leadership, and critical thinking around key sectors such as Heath Care, Hospitality, Information Technology, and Environmental stewardship.
    - Participants develop workplace skills, including:
        - Team coordination
        - Professionalism
        - Efficiency and problem-solving
        - Certifications
    - Through civic engagement and humanitarian projects, participants work in their communities, laying the foundation for community service and career exploration.
    - The MCWDB remains committed to enhancing youth workforce development services by ensuring equitable access, strong industry and community partnerships, and continuous improvement in its WIOA programs. Through its strategic initiatives, innovative training programs, and dedicated partnerships, Monterey County's workforce system provides youth with the resources and opportunities needed to achieve their career objectives and goals.

The entity responsible for the disbursal of grant funds as determined by the Chief Elected Official (CEO) or the Governor and the competitive process that will be used to award the sub-grants and contracts for WIOA Title I activities.

The MCWDB is the Local Fiscal Agent and the responsible entity for the disbursal of grant funds as determined by the Chief Elected Official, the Monterey County Board of Supervisors. The MCWDB follows the Monterey County and local procurement policies, which involve a Request for Proposal process to award subgrants and contracts for WIOA Title 1 activities.

A description of how the Local Board fulfills the duties of the AJCC Operator and/or the Career Services Provider as outlined in Selection of AJCC Operators and Career Services Providers (WSD22-13). This should include the name(s) and role(s) of all entities the Local Board contracts with.

The MCWDB follows the Monterey County and local procurement policies which involves using a Request for Proposal (RFP) process to ensure fair and objective decision-making when awarding grant funds to qualified applicants. The competitive procurement process is conducted in accordance with the Office of Management and Budget (OMB) Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards.

The MCWDB uses the competitive procurement process to select the One-Stop Operator of the local AJCC delivery system in accordance with WIOA Section 121 (d)(2)(A). The MCWDB similarly uses a competitive procurement process to award grants or contracts to Adult, Dislocated Worker, and Youth service providers, in accordance with WIOA Section 123(a).

The Local Board assures that it will continue to select the One-Stop Operator with the agreement of the Chief Elected Official (CEO), through a competitive process, or with approval from the local elected official and the Governor's Office.

The current AJCC Operator and provider of Adult, Dislocated Worker, and Youth Program services in North Monterey County is Arbor E&T, LLC dba Equus Workforce Solutions, 344 Salinas Street, Suite 201, Salinas, CA 93901.

The MCWDB's Youth Program services provider in South Monterey County is Turning Point of Central California, Inc., 344 Salinas Street, Suite 209, Salinas, CA 93901.

Appendix A: Stakeholder and Community Engagement Summaries

Stakeholder and Community Engagement Summary

Development of comprehensive plans entails building broad and inclusive partnerships with regional and local entities in a variety of sectors. This includes engaging with employers, labor organizations, and community-based organizations as well as WIOA core, required, and strategic program partners. This approach ensures the inclusion of person-centered approaches to addressing multifaceted barriers to employment by utilizing input from the communities themselves.

Stakeholders participating in the planning processes should include, but are not limited to, employers, labor organizations, education partners, human services and housing partners as well as community-based organizations that provide services to target populations such as the following: justice-involved, English language learners, refugees, immigrants, youth, older adults, veterans, people with disabilities, and any other entities supporting historically unserved or underserved communities.

Regional Planning Units and Local Workforce Development Boards should provide a detailed description of how meaningful stakeholder involvement and community engagement was achieved when developing the Regional and Local Plans. This summary should be included as an attachment to both the Regional and Local Plans.

Mode of Outreach: January 16, 2025, Zoom meeting from 3:30-5:00 p.m.

Target of Outreach: Public and community partners

Summary of Attendance: Representatives from Communities Organized for Relational Power in Action (COPA) for Monterey/Santa Cruz; America's Job Center of California (AJCC) One Stop Operator, staff to the Monterey, Santa Cruz, and San Benito counties' workforce development boards, State of California's Employment Development Department (EDD) Wagner-Peyser staff, and California's Department of Rehabilitation (DOR).

Comments:

- Identify strategies to partner with other workforce organizations in Monterey County workforce/partner organizations that we should be reaching out to, including Mujeres en Accion.
- Find different ways to outreach to share our services and programs with the communities we serve.
- Do additional outreach to ensure that the community and other partners are aware of available services and resources.

- Develop short PowerPoints that can be presented at different locations.
- How can MCWDB partner with universities to offer higher levels of learning to the community, as well as including them in conversations to know what new career paths are emerging?
- What outreach platforms are being used and what improvements can be made so that they are more effective?
- Host regional meetings with employers.
- Plan and host regional job fairs and community events with DOR.

Mode of Outreach: January 23, 2025, Zoom meeting from 3:30 p.m. to 5:00 p.m. and February 10, 2025, follow-up Zoom meeting from 3:30 p.m. to 5:00 p.m.

Target of Outreach: Community college partners

Summary of Attendance: Representatives from Cabrillo Community College, Hartnell Community College, Monterey Peninsula College, Gavilan Community College, and the Bay Area Community College Consortium.

Comments:

- Discuss possible co-location of services at the AJCC with Gavilan College leadership.
- Submit formal written comments advocating ETPL system reform.
- Community colleges and workforce development boards should explore opportunities for regional cross-training.
- Community colleges and workforce development boards to consider formalizing agreements beyond the Regional Equity and Recovery Partnerships (RERP) grant.

Mode of Outreach: January 31, 2025, MCWDB's AJCC, Salinas Job Center from 10:00 a.m. to 12:00 p.m.

Target of Outreach: Mandated and other partners

Summary of Attendance: Representatives from CAL Regional; Monterey County Community Action Partnership; Monterey County Department of Child Support Services; Downtown Streets Team; Interim, Inc.; Monterey County Department of Social Services; Monterey Peninsula College; CalWORKs Employment Services; Turning Point of Central California; Hartnell Community College; NCI Affiliates, Inc.; Gonzales Adult School; MCWDB; Monterey Adult School; Department of Rehabilitation, Salinas; Employment Development Department, Salinas; Equus Workforce Solutions; MTS Training Academy; Social Vocational Services; and Veteran's Services.

Comments:

- Responding to a question on Wagner-Peyser, an EDD representative explained about EDD's Wagner-Peyser services versus other services under the EDD umbrella.

- On a professional level, how can we provide training to more effectively serve our participants?
- MTS would like to see additional partnerships to benefit WIOA participants.
- Question on whether Community Services Block Grant (CSBG) is being received within the jurisdiction (yes).
- Resource guides, flyers, and cards were provided regarding immigrant rights.
- A suggestion was made to have partners give presentations at MCWDB meetings so that the Board has a greater understanding of the services available in the community.
- Are there any local trainings geared to employers?
- Need a local list of resources to be updated frequently with changes.
- If the employer is our most important customer, we should have a pocket guide for local employers showing the business services and opportunities available to them; staff can be the bridge to understanding what AJCCs offer.
- Consider holding regular Business Engagement meetings to educate employers.
- Reach out to local Chambers of Commerce to help them understand the AJCC's programs, services, and client population.
- Develop an Employment Resource Guide that can be posted online.
- Change the AJCC's Referral Form to make it a web-based, digital form, thus providing the ability to fill it out online, which is more effective than a paper form.

Appendix B: Public Comments received that disagree with the Local Plan

No comments were received that disagreed with the MCWDB's 2025-28 Local Plan.

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Appendix C: Signature Page

Instructions – The local CEO and Local Board chair must sign and date this form.

By signing below, the local CEO and Local Board chair request approval of the Monterey County Workforce Development Board's 2025-28 Local Plan.

Local Workforce Development Board Chair	Local Chief Elected Official
Signed by: Erik Cushman 92618E206D50452...	
Signature	Signature
Erik Cushman	
Name	Name
Monterey County Workforce Development Board Chair	
Title	Title
4/11/2025 | 10:06 AM PDT	
Date	Date

Workforce Innovation and Opportunity Act
Four-Year Regional Plan for
North Central Coast Regional Planning Unit

Local Workforce Development Area(s)

Regional Lead Contact for RPU: Christopher Donnelly, Monterey County

Date of Submission: April 11, 2025

Local Area	Contact Name	Phone Number	Email
Monterey County	Chris Donnelly	831-759-6644	DonnellyC@countyofmonterey.gov
Santa Cruz County	Andy Stone	831-763-8824	Andy.Stone@santacruzcountyca.gov
San Benito County	Enrique Arreola	831-637-5627	EArreola@sanbenitocountyca.gov

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Executive Summary

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards and chief elected officials to engage in an integrated regional and local workforce planning process to prepare, submit, and obtain approval of a single collaborative regional plan that incorporates local plans for each of the local areas within the given workforce planning region. This plan serves as a four-year action plan to develop, align, and integrate service delivery strategies to support the region's vision and its strategic and operational goals.

This four-year Regional Plan comes at a crucial time for the North Central Coast region and its local components. The COVID-19 pandemic had unprecedented impacts on the regional workforce and economy, and strategic recovery efforts have helped ensure that the region rebuilds towards a more prosperous and equitable future. This Regional Plan aims to align regional planning unit (RPU) members along specific approaches to achieving the vision and objectives provided in the State Plan. Fulfilling this vision requires partners to collaborate regularly across agencies, programs, and funding streams to align strategic efforts, investments, and service delivery activities to meet shared outcomes within common in-demand industry sectors.

The North Central Coast RPU focused on crafting a Regional Plan that would meet the State's formal guidance while also considering the temporary and permanent effects that the four-year pandemic had on the region. The RPU members are confident that the themes and objectives outlined in this plan will assist in the continued recovery from the COVID-19 pandemic, wildfires, and subsequent flooding, while fostering relationships with partners, and working towards more equitable opportunities for workers in the region.

The North Central Coast RPU builds upon the following strategic goals provided by the State:

1. Fostering demand-driven skills attainment by:
    a. Leveraging labor market data to uncover strategic opportunities and gaps in training and education.
2. Enabling upward mobility for all Californians by:
    a. Investing in specific career pathways in key industries, collaborating with regional partners and stakeholders, and ensuring access through America's Job Centers of California (AJCCs).
3. Aligning, coordinating, and integrating programs and services by:
    a. Collaborating closely with community colleges and adult education providers, community-based organizations, non-profits, industry and chambers representatives, and other local organizations.

A principal component of this Regional Plan involves identifying target and growth opportunity industries and occupational pathways within those industries. The North Central Coast RPU's Regional Plan relies upon the following to drive findings and strategies:

a. The most-up-to-date labor market information available to identify the current state of the labor market and local economy;
b. Engagement with regional and industry leaders to get details beyond labor market data; and
c. Consideration of macroeconomic influences and equity ramifications.

The WIOA Regional Plan for Santa Cruz, Monterey, and San Benito Counties represents a comprehensive approach to workforce development that addresses the unique needs and opportunities of each county. By enhancing workforce skills, supporting youth employment, expanding access to employment, and aligning workforce development with economic growth, we strive to create a thriving labor market that benefits all residents.

Analytical Overview of the North Central Coast Region

The WIOA is landmark legislation designed to strengthen and improve the public workforce system, helping Americans—including youth and individuals with significant barriers to employment—secure high-quality jobs and careers. This Regional Plan, covering Monterey, Santa Cruz, and San Benito counties, aims to align workforce development strategies with economic development goals to enhance employment opportunities for residents.

This section provides an analysis of the economic conditions, workforce trends, and key challenges in the region. Data for this analysis is compiled from multiple sources, including the State of California's Employment Development Department (EDD) labor market information (LMI), JOBS EQ, and other relevant economic reports.

While the COVID-19 pandemic has largely subsided, its economic impacts persist in certain areas of the region. To accurately assess these conditions, the Santa Cruz Workforce Development Board's Business Services team developed an Industry Spotlight and Economic Overview for all three counties within the North Central Coast Regional Planning Unit (RPU). This analysis provides valuable insights into regional labor market trends and informs strategic planning efforts.

WIOA Regional Plan Goals

The WIOA Regional Plan for the North Central Coast region focuses on the following primary objectives:

- Enhancing Workforce Skills – Developing training programs that address current and future skill needs of local employers.
- Supporting Youth Employment – Creating initiatives that equip young people with skills, experiences, and support to thrive in the labor market.
- Expanding Access to Employment – Improving employment opportunities for underrepresented and disadvantaged groups.
- Fostering Economic Growth – Aligning workforce development efforts with economic development strategies to support regional economic expansion.

Workforce and Economic Analysis of the Region

This section presents labor market data for the North Central Coast RPU, providing insights that guide strategic planning and decision-making.

The COVID-19 pandemic had a profound impact on economies, populations, and industries across the RPU, State, nation, and world. While employment levels have rebounded, significant challenges remain, particularly for historically disadvantaged communities facing low wages and limited economic mobility.

The three most pressing workforce challenges in the North Central Coast Region are:
1. Labor Supply Issues **–** A shortage of workers willing and available to meet employer demand**.**
2. Population Retention **–** The difficulty of keeping a sufficient working-age population due to housing affordability, cost of living, and other economic factors.
3. Workforce Adaptability – The need for workers to upskill and transition into new industries as job demands and skill requirements evolve**.**

County-Specific Economic Profiles

Monterey County

- Key Industries: Manufacturing and agriculture
- Economic Trends: Growth in agriculture and manufacturing, though challenges persist due to an aging workforce and the need for technological advancements.

Santa Cruz County

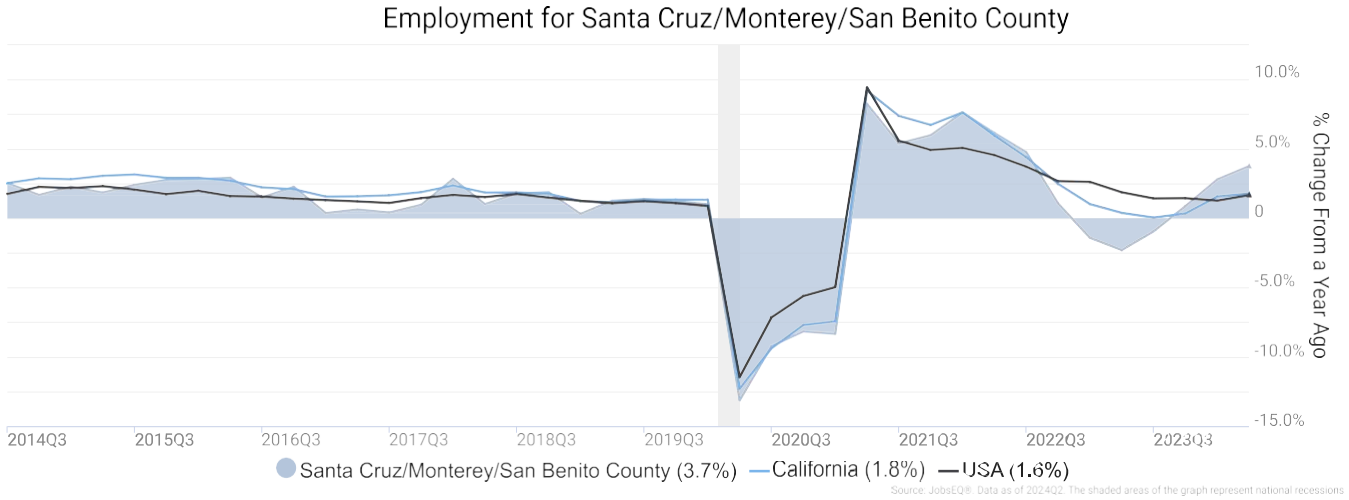
- Key Industries: Healthcare, education, and technology
- Economic Trends: A diverse and dynamic workforce, supported by several educational institutions that provide a steady pipeline of skilled workers.

San Benito County

- Key Industries: Tourism and service industries
- Economic Trends: While tourism and hospitality provide employment, there is a growing need to diversify the local economy and create more stable, year-round job opportunities.

Current Employment Trends

As of 2024Q2, total employment for the Santa Cruz/Monterey/San Benito County region was 342,404 (based on a four-quarter moving average). Over the year ending 2024Q2, employment increased 3.7% in the region.

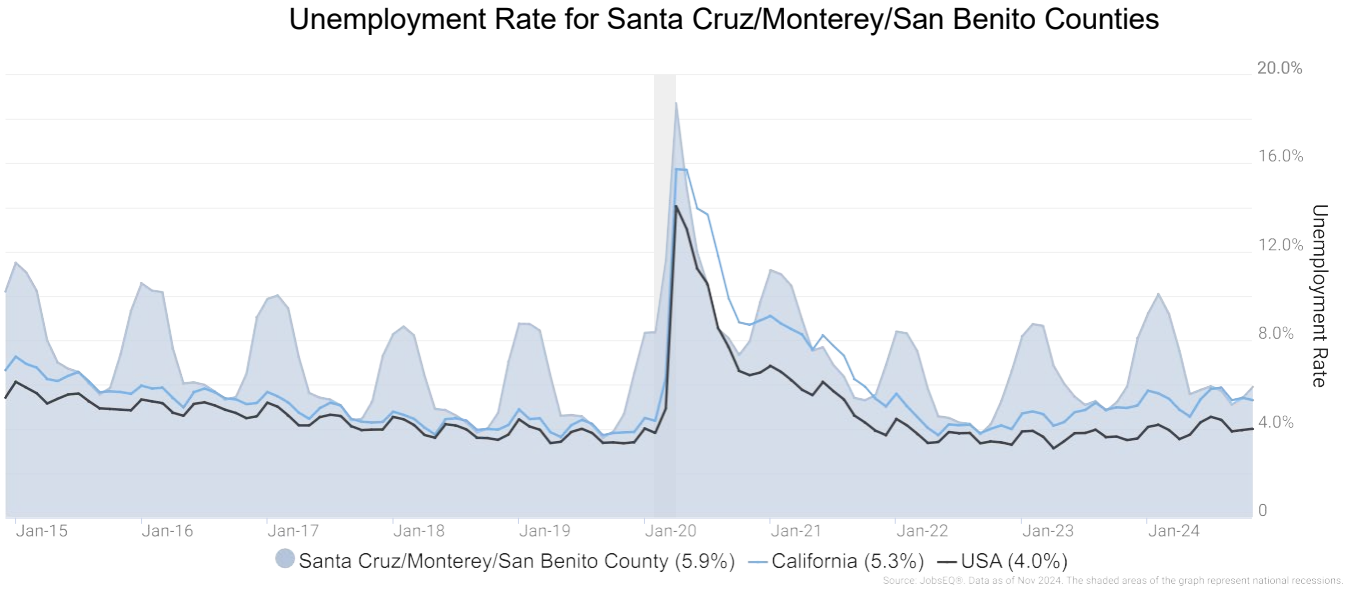


Employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and imputed where necessary. Data are updated through 2024Q1 with preliminary estimates updated to 2024Q2.

Employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and imputed where necessary. Data is updated through 2024Q1.

Unemployment Rate

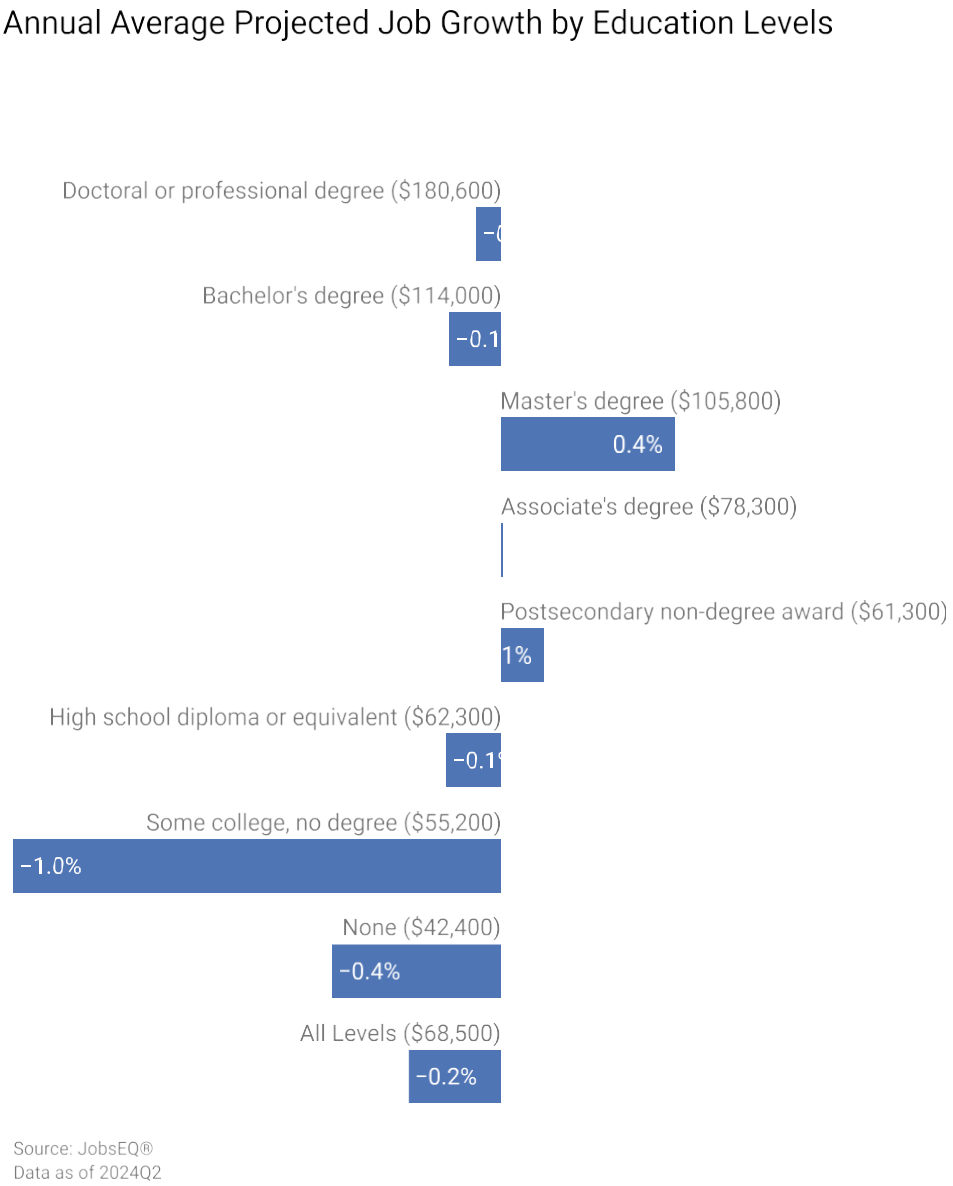
The unemployment rate for the Santa Cruz/Monterey/San Benito County region was 5.9% as of November 2024. The regional unemployment rate was higher than the national rate of 4.0%. One year earlier, in November 2023, the unemployment rate in the Santa Cruz/Monterey/San Benito County region was 5.9%.



The data are from the Local Area Unemployment Statistics, Bureau of Labor Statistics, through November 2024.

Current Education and Skill Levels

Expected growth rates for occupations vary by the education and training required. While all employment in the Santa Cruz/Monterey/San Benito County region is projected to contract 0.2% over the next ten years, occupations typically requiring a postgraduate degree are expected to contract 0.1% per year, those requiring a bachelor's degree are forecast to contract 0.1% per year, and occupations typically needing a 2-year degree or certificate are expected to remain at 0.0% per year.



Employment by occupation data are estimates as of 2024Q2. Education levels of occupations are based on BLS assignments. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

Occupation Snapshot

The largest major occupation group in the Santa Cruz/Monterey/San Benito County region is Farming, Fishing, and Forestry Occupations, employing 44,297 workers. The next-largest occupation groups in the region are Food Preparation and Serving Related Occupations (31,613 workers) and Office and Administrative Support Occupations (30,859). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 22.21), Building and Grounds Cleaning and Maintenance Occupations (1.19), and Life, Physical, and Social Science Occupations (1.18).

Occupation groups in the Santa Cruz/Monterey/San Benito County region with the highest average wages per worker are Legal Occupations ($140,700), Management Occupations ($136,900), and Healthcare Practitioners and Technical Occupations ($134,600). The unemployment rate in the region varied among the major groups from 1.7% among Legal Occupations to 10.3% among Food Preparation and Serving Related Occupations.

Over the next 2 years, the fastest growing occupation group in the Santa Cruz/Monterey/San Benito County region is expected to be Healthcare Support Occupations with a +1.2% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+402 jobs) and Healthcare Practitioners and Technical Occupations (+70). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Farming, Fishing, and Forestry Occupations (13,290 jobs) and Food Preparation and Serving Related Occupations (11,768).

Santa Cruz/Monterey/San Benito County, 2024Q2[1]

		Current						5-Year History		2-Year Forecast				
SOC	Occupation	Empl	Mean Ann Wages[2]	LQ	Unempl	Unempl Rate	Online Job Ads[3]	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
45-0000	Farming, Fishing, and Forestry	44,297	$40,900	22.21	3,666	8.2%	17	-453	-0.2%	12,990	5,442	7,848	-300	-0.3%
35-0000	Food Preparation and Serving Related	31,613	$43,200	1.12	3,890	10.3%	1,010	-62	0.0%	11,666	5,074	6,694	-102	-0.2%
43-0000	Office and Administrative Support	30,859	$55,000	0.77	1,973	5.4%	1,022	-1,824	-1.1%	6,013	2,875	3,704	-566	-0.9%
11-0000	Management	26,699	$136,900	1.01	819	2.9%	1,592	1,487	1.2%	4,509	1,908	2,560	41	0.1%
53-0000	Transportation and Material Moving	26,573	$49,100	0.89	3,163	9.9%	605	524	0.4%	6,563	2,538	4,029	-3	0.0%
41-0000	Sales and Related	24,032	$55,800	0.80	2,175	7.8%	1,614	-1,780	-1.4%	5,747	2,679	3,500	-433	-0.9%
25-0000	Educational Instruction and Library	19,996	$82,800	1.08	994	4.9%	985	313	0.3%	3,209	1,659	1,888	-339	-0.9%
31-0000	Healthcare Support	16,758	$42,100	1.06	1,226	6.2%	1,155	1,633	2.1%	5,091	2,185	2,504	402	1.2%
29-0000	Healthcare Practitioners and Technical	16,040	$134,600	0.79	461	2.6%	4,235	1,261	1.7%	1,828	913	844	70	0.2%
13-0000	Business and Financial Operations	15,548	$93,600	0.71	858	4.8%	751	851	1.1%	2,469	867	1,613	-11	0.0%
37-0000	Building and Grounds Cleaning and Maintenance	13,326	$46,600	1.19	1,497	9.1%	399	355	0.5%	3,420	1,517	1,984	-82	-0.3%
51-0000	Production	12,294	$51,300	0.66	1,109	7.3%	176	-648	-1.0%	2,622	1,031	1,696	-104	-0.4%
47-0000	Construction and Extraction	12,263	$72,100	0.80	1,513	9.2%	152	426	0.7%	1,981	733	1,256	-8	0.0%
49-0000	Installation, Maintenance, and Repair	10,181	$66,400	0.76	552	4.7%	452	223	0.4%	1,762	721	1,039	2	0.0%
39-0000	Personal Care and Service	8,465	$45,200	0.96	781	8.0%	250	157	0.4%	3,022	1,144	1,873	4	0.0%
33-0000	Protective Service	7,049	$79,500	0.96	450	5.7%	242	300	0.9%	1,596	689	963	-56	-0.4%

Santa Cruz/Monterey/San Benito County, 2024Q2[1]

		Current						5-Year History		2-Year Forecast				
SOC	Occupation	Empl	Mean Ann Wages[2]	LQ	Unempl	Unempl Rate	Online Job Ads[3]	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
21-0000	Community and Social Service	6,615	$71,300	1.05	433	6.1%	868	327	1.0%	1,184	477	668	39	0.3%
15-0000	Computer and Mathematical	5,784	$116,800	0.53	345	4.2%	459	-220	-0.7%	696	250	413	32	0.3%
27-0000	Arts, Design, Entertainment, Sports, and Media	5,378	$79,800	0.87	441	7.3%	215	-214	-0.8%	983	419	598	-34	-0.3%
19-0000	Life, Physical, and Social Science	3,669	$98,400	1.18	187	4.8%	371	85	0.5%	642	119	520	2	0.0%
17-0000	Architecture and Engineering	3,225	$115,000	0.59	159	3.7%	300	6	0.0%	410	153	258	-1	0.0%
23-0000	Legal	1,740	$140,700	0.61	33	1.7%	85	-117	-1.3%	174	80	105	-10	-0.3%
	Total - All Occupations	**342,404**	**$68,500**	**1.00**	**26,727**	**6.8%**	**16,954**	**2,629**	**0.2%**	**78,648**	**33,474**	**46,559**	**-1,385**	**-0.2%**

Source: JobsEQ®

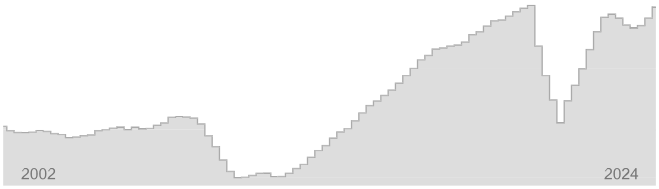
Data as of 2024Q2 unless noted otherwise
Note: Figures may not sum due to rounding.

1. Data is based on a four-quarter moving average unless noted otherwise.
2. Wage data represent the average for all Covered Employment
3. Data represent found online ads active within the last thirty days in the selected region. Due to alternative county-assignment algorithms, ad counts in this analytic may not match that shown in RTI (nor in the popup window ad list). Ad counts for ZCTA-based regions are estimates.

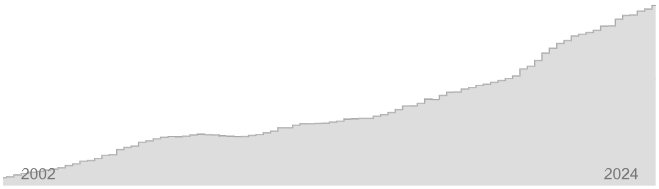
Occupation employment data are estimated via industry employment data and the estimated industry/occupation mix. Industry employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and currently updated through 2024Q1, imputed where necessary with preliminary estimates updated to 2024Q2. Wages by occupation are as of 2024 provided by the BLS and imputed where necessary. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

Occupation Snapshot, Cont'd

EMPLOYMENT



WAGES

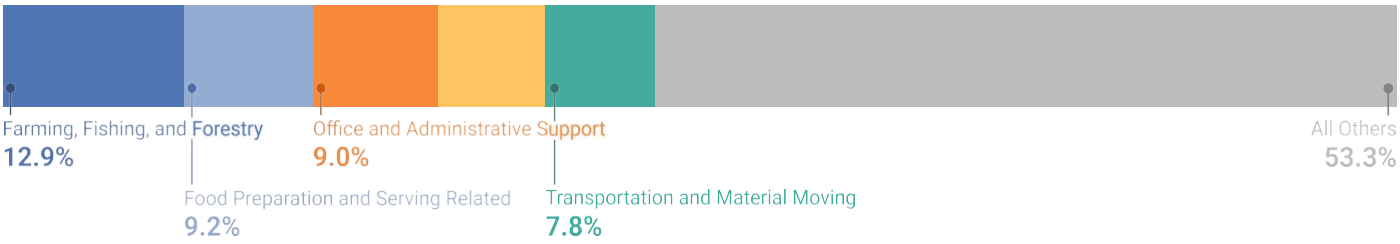


2-Digit Industry	Empl	Avg Ann Wages	LQ	5yr History	Annual Demand	Forecast Ann Growth
Agriculture, Forestry, Fishing and Hunting	65,219	$52,752	15.57		7,862	-0.2%
Health Care and Social Assistance	44,556	$73,376	0.87		4,610	0.6%
Accommodation and Food Services	36,738	$35,583	1.23		6,467	-0.1%
Educational Services	31,234	$71,628	1.13		2,619	-0.9%
Retail Trade	29,975	$42,746	0.89		3,791	-1.0%
Public Administration	19,827	$91,254	1.24		1,743	-0.3%
Construction	17,255	$70,178	0.85		1,451	-0.1%
Manufacturing	16,769	$82,103	0.62		1,669	-0.1%
Administrative and Support and Waste Management and Remediation Services	14,412	$48,499	0.69		1,610	-0.2%
Other Services (except Public Administration)	13,092	$44,449	0.90		1,466	-0.1%
Remaining Component Industries	53,329	$93,663	0.52		5,236	-0.3%
Total - All Industries	**342,404**	**$62,980**	**1.00**		**36,423**	**-0.2%**

Employment is one of the broadest and most timely measures of a region's economy. Fluctuations in the number of jobs shed light on the health of an industry. A growing employment base creates more opportunities for regional residents and helps a region grow its population.

Since wages and salaries generally compose most of a household's income, the annual average wages of a region affect its average household income, housing market, quality of life, and other socioeconomic indicators.

Staffing Pattern

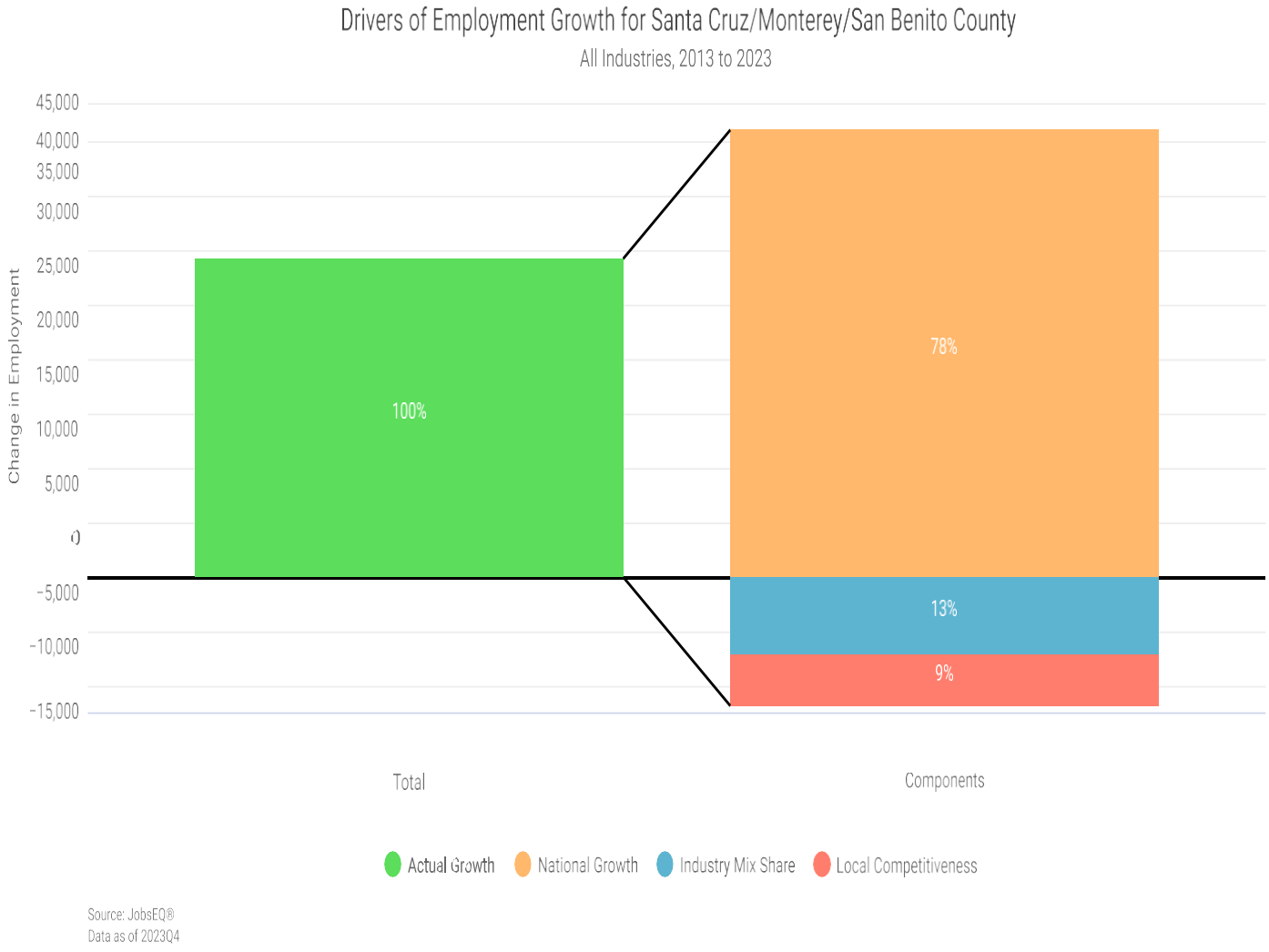


6-digit Occupation	Empl	Avg Ann Wages	Annual Demand
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	37,730	$39,600	5,534
Fast Food and Counter Workers	7,949	$38,000	1,860
Personal Care Aides	7,792	$35,900	1,267
Cashiers	6,776	$38,500	1,099
Farmers, Ranchers, and Other Agricultural Managers	6,303	$123,400	673
Retail Salespersons	5,990	$42,400	812
Registered Nurses	5,101	$143,600	262
Waiters and Waitresses	5,014	$49,200	991
Laborers and Freight, Stock, and Material Movers, Hand	4,964	$42,700	640
Office Clerks, General	4,883	$49,800	492
Remaining Component Occupations	249,901	$86,600	25,705
Total	**342,404**		

The mix of occupations points to the ability of a region to support an industry and its flexibility to adapt to future demand. Industry wages are a component of the cost of labor for regional employers.

Drivers of Employment Growth

Over the ten years ending 2023, employment in Total - All Industries for the Santa Cruz/Monterey/San Benito County region added 29,219 jobs. After adjusting for national growth during this period and industry mix share, the part of this employment change due to local competitiveness was a loss of 4,710 jobs—meaning this industry was less competitive than its national counterpart during this period.



Shift-share analysis sheds light on the factors that drive regional employment growth in an industry. A positive change in local competitiveness indicates advantages that may be due to factors such as superior technology, management, and labor pool, etc.

National growth is due to the overall growth or contraction in the national economy. Industry mix share is the growth attributable to the specific industries examined (based on national industry growth patterns and the industry mix of the region).

Employment Distribution by Type

The table below shows the employment mix by ownership type for Total - All Industries for the Santa Cruz/Monterey/San Benito County region. Four of these ownership types — federal, state, and local government and the private sector — together constitute “Covered Employment” (employment covered by the Unemployment Insurance programs of the United States and reported via the Quarterly Census of Employment and Wages). “Self-Employment” refers to unincorporated self-employment and represents workers whose primary job is self- employment (that is, these data do not include workers whose primary job is a wage-and-salary position that is supplemented with self-employment).



	Empl	%
Private	266,877	77.9%
Self-Employment	18,004	5.3%
Local Government	39,835	11.6%
State Government	10,676	3.1%
Federal Government	5,837	1.7%
Other non-covered	1,176	0.3%

Source: JobsEQ®

Strong entrepreneurial activity is indicative of growing industries. Using self-employment as a proxy for entrepreneurs, a higher share of self-employed individuals within a regional industry points to future growth.

Establishments

In 2023, there were 26,710 Total - All Industries establishments in the Santa Cruz/Monterey/San Benito County region (per covered employment establishment counts), an increase from 22,795 establishments ten years earlier in 2013. New business formations are an important source of job creation in a regional economy, spurring innovation and competition and driving productivity growth. Establishment data can provide an indicator of growth in businesses by counting each single location (such as a factory or a store) where business activity takes place with at least one employee.

Gross Domestic Product & Productivity

In 2023, Total - All Industries produced $49 billion in GDP for the region. Gross domestic product (GDP) is the most comprehensive measure of regional economic activity, and an industry’s contribution to GDP is an important indicator of regional industry strength. It is a measure of total value- added to a regional economy in the form of labor income, proprietor’s income, and business profits, among others. Growth in productivity (output per worker) leads to increases in wealth and higher average standards of living in a region.

Regional Indicators

A key objective of Regional Planning efforts for San Benito, Sant Cruz, and Monterey Counties Workforce Development Boards (WDBs) is to connect AJCC services to a regional skills infrastructure that aligns with regional labor market needs. To further refine how progress is evaluated in the region, the indicators below are used to assess progress in the region and focus on the following:

The region has a process to communicate industry workforce needs to supply-side partners

The region is measuring progress against our metrics through collaborations with industry partners and sector champions on how the training needs that were identified by the region's industry partners are subsequently developed into training programs by staff and Board members in conjunction with supply-side partners such as training providers and higher education.

The region has policies supporting equity and strives to improve job quality

Measurement of this indicator includes development of benchmarks and methods to track workforce partner professional development training supporting equity and job quality. Equity goes beyond equality by providing varying levels of support based on a specific individual's needs or abilities. The regional WDBs have policies on Supportive Services, Nondiscrimination/Equal Opportunity, and Individual Training Accounts (ITAs) that provide varying levels of support based on an individual's actual needs and abilities. In addition to supporting equity, the NCC RPU is focused on preparing individuals for quality jobs with living wages, good benefits, legal rights, predictable scheduling, a supportive work environment, safety and security, and worker voice.

The region has shared target populations of emphasis

The region has shared populations of emphasis for which it provides priority of service: veterans and their eligible spouses, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient, including English language learners. The goal has been to consult with and convene as many community partners as possible to ensure a broad base of support for these populations, including adult schools, community colleges, industry champions, and service provider leadership. These convenings assist the region to develop the benchmarks and methods necessary to measure its progress in connecting with and serving its priority populations.

The region deploys shared/pooled resources to provide services, training, and education to meet the target population's needs

The NCC RPU coordinates with the Central Coast Business Engagement Roundtable that meets quarterly to discuss regional needs for Rapid Response and Layoff Aversion Activities and includes Santa Cruz, San Benito, Monterey, San Luis Obispo, Santa Barbara, and Ventura counties. The Business Engagement Roundtable was established to support businesses in the region with their layoff and/or hiring needs along with incumbent worker training opportunities. At the quarterly meetings, the team hears from State EDD, the California Workforce Development Board, the California Labor Federation, the DOL and the Employment Training Panel for services and grant opportunities.

The quarterly roundtable is a useful resource for the broad region to provide services, training and education to meet the needs of both business and job seekers, with a focus on shared target populations. Based on information from these meetings, a survey goes out to the region's workforce development board directors to learn what each of the entities is looking for in training opportunities for their staff and partner staff. The Lead

Agency Training Coordinator then obtains contracts with training providers to meet those needs and offers several training opportunities to the teams on a quarterly basis.

The NCC RPU and broader region have found this to be an excellent resource to provide the appropriate services, training and education based on our employer's needs.

State which two of the four regional indicators the RPU selected, and the objective metrics established for each indicator chosen.

The objectives the region chose early on and still remain are:

1. The region has shared target populations of emphasis; and
2. The region deploys shared/pooled resources to provide services, training, and education to meet the target population's needs.

Provide an assessment of the impacts, lessons learned, and progress on tracking and evaluating the regionally agreed metrics

Measuring and achieving the goals associated with the chosen regional indicators are approached through several strategies:

1. **Baseline Assessment**: Initially conducting a comprehensive assessment of the current knowledge levels, practices, and outcomes related to workforce development among WDB and partner staff. This served as a baseline against which progress could be measured.
2. **Training Programs**: once surveys were developed to share with all WDB and Partner staff, the region implemented targeted training programs designed to enhance the knowledge and skills of WDB and partner staff in various aspects of workforce development, including but not limited to:
    - Strategies for effective engagement with businesses, colleges, and job seekers.
    - Understanding and promoting living wage job opportunities.
    - Equity-focused approaches to workforce development.
    - Skills training and career pathways development.
3. **Performance Metrics**: Establishing specific performance metrics and key performance indicators (KPIs) to track progress towards the goals. These metrics have included:
    - Increase in the number of living wage jobs created in the region.
    - Improvement in job quality indicators (e.g., wages, benefits, job stability).
    - Increase in income mobility among job seekers and workers.
    - Participation rates in skills training programs.
    - Feedback from businesses, colleges, and job seekers on the effectiveness of WDB and partner services (surveys upon completion of training offered)
4. **Partnership and Collaboration**: Facilitating collaboration and partnerships between WDB, partners, businesses, colleges, and other stakeholders to leverage resources, share best practices, and develop innovative solutions for workforce development. Although this remains a goal in the collaboration efforts, it can be a challenge in delivery. We continue to work on this aspect of partnership and collaboration.
5. **Continuous Evaluation and Adjustment**: Regularly evaluating the effectiveness of training programs and initiatives implemented and making necessary adjustments based on feedback from those participating in the training programs. This involves conducting surveys and performance reviews to gather insights and identify areas for improvement.
6. **Documentation and Reporting**: Maintaining thorough documentation of activities, outcomes, and lessons learned. Regular reporting to funding agencies and stakeholders helps to ensure transparency and accountability while also providing opportunities to celebrate successes and address challenges when appropriate.

By employing these strategies, the region's progress is being measured and achieved by systematically improving the knowledge, skills, and practices of the three WDBs and partner staff, ultimately leading to the desired outcomes of increased equity, job quality, income mobility, and industry-led partnerships focused on skills training for workforce development.

Fostering Demand-Driven Skills Attainment

The NCC RPU frequently catalyzes conversations between regional employers and regional education providers. The RPU knows that direct connections and communications between the supply and demand side of the talent economy can alleviate inefficiencies and increase the effectiveness of education and training programs available. Besides serving as the connector between these two groups, the RPU works to sponsor events like career fairs to help students get face—or screen time—with regional employers.

Focusing on opportunities that will provide workers with sustainable wages and upward career mobility in established and growing sectors in the region is a top priority of the RPU. The RPU also recognizes that connecting jobseekers and High Road employers will play a crucial role in the North Central Coast region's recovery from the COVID-19 pandemic. This section of the Regional Plan identifies key industry clusters and sustainable-wage occupational pathways within those industry clusters. This data will serve as guidance for the RPU and partners in the region.

Identify the In-demand industry sectors or occupations for the region

The highest in-demand industry sectors for the region include:

- Healthcare
- Construction
- Information Technology/Cyber Security
- Hospitality/Tourism
- Agriculture

Regional Sector Pathways

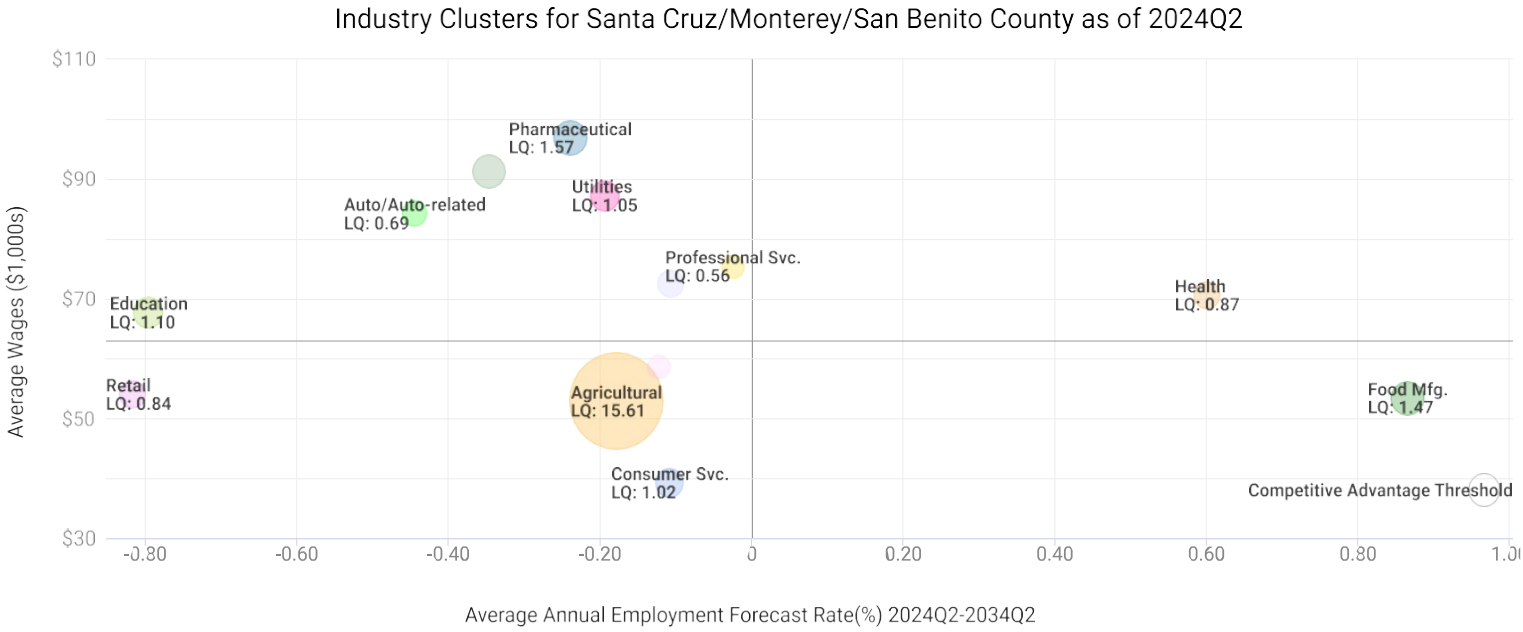
Industry clusters are important because they provide a coherent picture of the local economy and opportunities for development or growth. Industry clusters can also have multiplier effects, as firms within clusters attract similar workforces, attracting more employers and creating a feedback loop that strengthens the local labor market. Focusing on specific industry clusters allows the RPU and other workforce development stakeholders to leverage the region's economic comparative advantages and develop robust education and training programs to support a qualified workforce. The NCC RPU uses the data below to help inform, develop, and revise regional programs and initiatives.

Two of the five highest-earning industry clusters in the North Central Coast region declined in size between 2014 and 2019. These high-earning clusters, where workers earn between $83,500 and $184,400 per year (including benefits) on average, include Healthcare, Information and Communications Technology (ICT), and Finance, Insurance, Banking, and Real Estate (FIRE), and often require highly educated and technologically skilled workers.

In-demand Industry Clusters

A cluster is a geographic concentration of interrelated industries or occupations. The industry cluster in the Santa Cruz/Monterey/San Benito County region with the highest relative concentration is Agricultural with a location quotient of 15.61. This cluster employs 65,333 workers in the region with an average wage of $52,987.

Employment in the Agricultural cluster is projected to contract in the region about 0.2% per year over the next ten years.



Location quotient and average wage data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics, imputed where necessary, and updated through 2024Q1 with preliminary estimates updated to 2024Q2. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

Source: Jobs EQ Data as of 2024Q2

Please note that the size of the location quotient “bubble” reflects the relative number employed in the industry.

Development and implementation of current and new sector-based initiatives planned for the next four years that address the needs of regionally in-demand industries or occupations

As the North NCC RPU advances its workforce development strategy, local leadership shares a unified vision for sector-specific initiatives in regionally in-demand industries. The primary objectives are to:

- Assess and expand existing local programs to maximize their impact across the region.
- Align workforce development efforts with employer and industry needs.
- Enhance collaboration with regional and state partners to drive innovation and talent development.

Priority Industry Sectors

The NCC RPU is focused on identifying high-growth, high-demand industries that offer sustainable wages and career advancement opportunities. Key sectors targeted for regional expansion include:

Healthcare – Continued growth in healthcare occupations requires expanded training and career pathways.

Construction – Increased demand for skilled labor and apprenticeship opportunities supports workforce development.

Cybersecurity – The rise in digital threats and demand for IT security professionals drives the need for specialized training.

Advanced Manufacturing – Technological advancements in automation and precision engineering create new job opportunities.

Healthcare, Information & Communications Technology (ICT), and Biotechnology/Biomedical Devices were identified as key sectors in the previous four-year regional plan, and continued employer and educational demand necessitates further investment and program expansion in these clusters.

Regional Collaboration and Strategic Partnerships

The NCC RPU recognizes its strategic proximity to the Bay Area, a hub for economic growth and technological innovation. To strengthen regional alignment and workforce development efforts, the NCC RPU continues to collaborate with:

- Bay Area Community College Consortium (BACCC) – Facilitating a broader understanding of talent needs across the region.
- Regional Equity and Recovery Partnerships (RERP) Grant – Fostering cooperation between tri-county WDBs, community colleges, and employers, and breaking down geographical and programmatic silos.
- State and Local Industry Partners – Engaging with employers, training providers, and educational institutions to enhance program development and accessibility.

This collaborative approach ensures that regional workforce programs remain responsive, aligned, and scalable beyond the term of the RERP grant.

Addressing Challenges in Low-Wage Industries

Despite these efforts, the NCC region continues to experience high employment rates in consumer services and agriculture—both of which are traditionally low-wage sectors. To address this, the RPU is exploring strategies to:

- Support workforce mobility by providing upskilling and reskilling opportunities.
- Increase career pathways that lead to higher-wage, sustainable employment.
- Enhance employer engagement to identify opportunities for wage growth and career advancement.

By prioritizing high-demand industries, fostering regional collaboration, and addressing persistent workforce challenges, the NCC RPU aims to drive economic mobility and create a more resilient workforce.

Describe the RPU processes or strategies used to communicate effectively and cohesively with regional employers

The region's long term strategy to communicate effectively and cohesively with regional employers is to do the following:

1) WDBs to act as the conduit to hold quarterly meetings with partners, including WDBs, employers, and community colleges, and invite guest speakers so all gain knowledge of how the parts of the system can work together to generate informed and trained job seekers.
2) Continue to move workers to the next level (occupational tier) by helping them develop the skills and knowledge to move up the career ladder.
3) Remain committed, as a region, to developing programs that connect current employers and workers with the training and educational providers that will allow them the flexibility to complete a certificate, a degree, or specialized training while they work.

Enabling Upward Mobility for All Californians

Improving job quality and the ability for upward career progression for those in entry-level roles will be essential determinants of the North Central Coast region's continued recovery from the Covid-19 pandemic. This section of the Regional Plan focuses on how the North Central Coast region can improve the economic security for its residents through support and collaboration with High Road employers and improving accessibility to High Road jobs for historically underserved populations.

Throughout this plan, several industry clusters and career pathways are highlighted. The North Central Coast RPU prioritizes training programs within these select industry clusters and career pathways so that the result of the programs is often a High Road job, regardless of the employer. In cases where a High Road job may not be a typical outcome for that occupation, the RPU aims to collaborate specifically with employers who support the tenets of High Road employment: living wages, benefits, good working conditions, and adequate hours with predictable scheduling.

The region's policies for supporting equity and improving job quality

The region has conducted several research efforts to understand where High Road jobs are and the pathways to provide entry into these occupations. This knowledge is the first step in prioritizing job quality. The research allows the RPU to collaborate deliberately with employers and community colleges to help fill gaps in training and skills that lead to these High Road jobs.

The region also recognizes in the context of the post-Covid-19 economy that the data, including some of the data in this plan, reflects losses among many lower-paid and lower-quality employment opportunities. The RPU sees this as a call to action and an opportunity to help workers transition to entry points among in-

demand and higher-quality positions. With the research in hand, the RPU and partners lead the development and support of specific programs that lead to high-quality jobs, such as Advanced Manufacturing, Drone Technology, Aviation, and others that are growing clusters in the region.

Survey data from regional employers also suggests that many businesses are looking to reshore their supply chains, increasingly looking for suppliers within the state and the North Central Coast region. Amazon's large warehouses are an example of the North Central Coast region seeing an increase in demand for the production and distribution of materials and goods, bolstering demand for typically well-paying manufacturing and distribution roles. The region will continue to collaborate with employers, monitor the situation, and act proactively with employers, community colleges, adult education, the Department of Rehabilitation and others to proactively ensure that there is a workforce prepared to meet these new demands.

Advancing economic prosperity of shared target populations

The North Central Coast RPU believes in decent wages, working conditions, and economic growth. The RPU promotes inclusive, sustainable economic growth, full and productive employment, and quality jobs for all.

High Road Workforce System

Under the leadership of the State of California's Workforce Development Board, the vision for the future of workforce development is centered on the establishment and growth of a High Road Workforce system. The High Road Workforce system is focused on meaningful industry engagement and placement in quality jobs that provide economic security.

How the RPU promotes job quality and commits to working with employers to improve job quality and access to jobs

The High Road Workforce system and job quality are important measures of a region's labor market. The RPU and its local partners believe that High Road jobs offering living wages, benefits, and support for quality of life are an essential component of workforce development. The RPU works to enhance the awareness and availability of high-quality jobs and is working to develop strategies, including the work with our four regional community colleges to drive High Road jobs forward. The RPU strives to support and promote opportunities that lead to high-quality jobs and formalize these commitments into the future. Thus far, the RPU has conducted several research efforts – largely through the development of special grants – to understand where High Road jobs are and the pathways that provide entry into these occupations, which is the first step in prioritizing job quality. The research allows the RPU to collaborate with employers and community colleges to help fill gaps in training and skills that lead to these High Road jobs.

How the RPU integrates targeted service strategies (education, workforce training and family resources) for the region's unserved and underserved communities

The RPU currently provides education, workforce training, and family resources through its partner organizations, including the AJCCs' One Stop services for Adults, Dislocated Workers, and Youth. The RPU integrates targeted service strategies through the One-Stop partners in each local area, offering surveys regularly to participants seeking assistance from WIOA programs so the partners can learn and implement solutions and mitigations to the problems faced by unserved and underserved communities.

Climate and Environmental Sustainability

How the RPU is working towards meeting industry and workforce needs to support a climate-neutral transition

As California moves toward a carbon-neutral economy, entire industries are changing, along with the jobs, skills, and knowledge necessary to perform those jobs. The North Central Coast region is also experiencing these changes. One large employer, the Moss Landing Power Plant, has changed in that it is now a natural gas-fired power station as well as a battery energy storage facility. The changes require added skill sets to keep the plant up and running 24/7, and the RPU works to understand the training and skill sets needed to ensure a climate-neutral transition.

California and the region have been at the forefront of zero-emission vehicles and charging stations, along with offshore wind turbines being discussed for the north central coast. Solar power has developed exponentially in the last 10 years in the region, providing climate change mitigation and management. All of these changes require the RPU to learn and understand the environmental impacts to the industry sectors, job loss, job growth, and new skill demands, as well as how to address the disproportionate impacts of climate change on regional target populations of emphasis.

The RPU meets regularly with employers, partners, community colleges, CBOs, and others to ensure the new skill demands of a climate-neutral environment are being developed to meet the new demands of Industry.

Equity and Economic Justice

The COVID-19 pandemic exposed some of the existing racial and economic inequalities in the North Central Coast that continue today. The pandemic and regional wildfires and severe storm events have added greater importance to the RPU's role in ensuring access and equal opportunities are available to all interested individuals, regardless of their race, ethnicity, or economic status. The North Central Coast RPU has prioritized formalizing a policy around ensuring equal access to opportunities.

The RPU relies upon demographic and census data to identify and target outreach efforts to specific populations in need throughout the North Central Coast region. North Central Coast One Stops are intentionally located in areas closest to populations most likely to use them and are the RPU's primary point of contact with in-need populations. This makes One Stops and their work crucial to ensuring programs and opportunities are available to all who seek them. This includes providing services or referring customers to other providers so that an individual with multiple needs can receive support for each of their needs. The RPU will support the One Stop operators throughout the region to hold regular meetings and communicate openly, sharing best practices, challenges, and partnership opportunities.

The RPU offers outreach and support through regular monthly meetings between community-based organizations (CBOs), One Stops, and other stakeholders. CBOs and their grassroots-level work within communities are often the RPU's greatest asset in accessing its target populations. Many of these CBOs provide a range of support services to these individuals, who often face multiple employment barriers. Removal of all the barriers facing a job seeker provides the individual with the best chances of success. Removing these barriers also requires cooperation and coordination across several entities, including CBOs, One Stops, educational institutions, and support services like childcare and transportation. The RPU helps foster communication and connections between these stakeholders to mitigate barriers and maximize job seekers' chances of completing their programs and entering the workforce.

The North Central Coast RPU also continues to support the “Prison to Employment 2.0” or “P2E 2.0” program, which assists formerly incarcerated individuals in navigating the array of barriers to the re-entry process. P2E 2.0 helps formerly incarcerated individuals access support services, earn and learn opportunities, career pathways, and braided resources. This program is made possible through the collaboration and coordination of dozens of regional stakeholders. Many of these stakeholders are CBOs and non-profits, such as the Goodwill Central Coast, the 5Cities Homeless Coalition, Community Solutions, MILPA Collective, and Veteran’s Transition Center, among others. The RPU also works with several local Department of Corrections offices, state agencies, educators, and employer champions. The North Central Coast aims to carry this extensive collaboration into other initiatives around the region going forward.

The region’s strategy to achieve equity and commitments to ensure equitable access to regional sector pathways earn-and-learn opportunities, supportive services, and other effective service strategies identified by the RPU

The RPU shares information regularly through WIOA partner meetings to ensure all partners have access to demographic and census data so that service strategies are designed around all partners’ input. Additionally, needs surveys are provided to potential program participants. Customer and partner inputs are collected and analyzed to create and implement programs that address the training and upskilling needs of regional industries.

The region’s commitments to ensure equitable access to regional sector pathways earn-and-learn opportunities and supportive services include an ongoing discussion among the directors of the regional WDBs regarding a regional Priority of Service policy and implementing the same caps on supportive services across the region such that all individuals in the region receive the same maximum level of support.

Along with WIOA training and employment opportunities, the region seeks regionwide grants to offer specialized training opportunities, including the High Road Construction Careers: SB1 grant provided through the Monterey Bay Collaborative; the High Road Construction Careers: Resilient Workforce Funds grant, also provided through the Monterey Bay Collaborative; the Regional Equity and Recovery Partnerships grant; and the Prison to Employment (P2E) 2.0 grant led by the San Benito County WDB.

Aligning, Coordinating, and Integrating Programs and Services

This section of the Regional Plan discusses the current state and future aspirations for cooperation and collaboration by regional partners to maximize the efficiency and effectiveness of resources and to serve target populations better. As a region containing parts of old systems, the North Central Coast RPU is in a position to build off of the collaborative efforts that worked well in the past while also building new systems with new partners.

As discussed above, the RPU offers outreach and support through regular monthly meetings between community-based organizations (CBOs), One Stops, and other stakeholders. CBOs and their grassroots-level work within communities are often the RPU’s greatest asset in accessing its target populations. Many of these CBOs provide a range of support services to these individuals, who often face multiple employment barriers. Removal of all the barriers facing a job seeker provides the individual with the best chances of success. Removing these barriers also requires cooperation and coordination across several entities, including CBOs, One Stops, educational institutions, and support services like childcare and transportation. The RPU helps foster communication and connections between these stakeholders to mitigate barriers and maximize job seekers’ chances of completing their programs and entering the workforce.

System Alignment

The NCC RPU continues discussions around identifying and aligning the priorities of the RPU. While some of these discussions are around creating a new MOU, cost referrals, and training referrals, the RPU is also discussing opportunities to expand collaboration around joint rapid response and employer engagement. One area of interest is the introduction of a regionwide virtual job fair. When all traditional job fairs were canceled due to public health concerns, a regionwide virtual job fair had the opportunity to connect residents from all three counties to a wide range of hiring employers. The RPU is also discussing re-energizing the regional website for all partners to the NCC RPU. The regional website provides a list of regionwide services, programs, and initiatives that business and job seekers can access.

Regional Service Strategies, including the use of cooperative service delivery agreements or Memorandums of understanding (MOU), devised to support a more responsive system

While formal details of administrative cost-sharing agreements continue to be discussed, the RPU has developed a regional procurement structure for consultants, which has saved the local partners time and effort, eliminating the need to re-procure services for each RPU member.

How the region establishes administrative cost arrangements, including the pooling of funds for administrative costs for the region

Although the region has not established an arrangement for the pooling of funds for administrative costs, the region has developed procurement procedures to allow the regional WDBs access to the same information and processes, allowing for regionwide administrative cost savings.

Appendices

Appendix A: Stakeholder and Community Engagement Summary

Development of comprehensive plans entails building broad and inclusive partnerships with regional and local entities in a variety of sectors. This includes engaging with employers, labor organizations, and community-based organizations as well as WIOA core, required, and strategic program partners to ensure the inclusion of person-centered approaches to addressing multifaceted barriers to employment by utilizing input from the communities themselves.

Stakeholders participating in the planning processes include, but are not limited to, employers, labor organizations, education partners, human services, and housing partners as well as community-based organizations that provide services to shared target populations such as the following: justice-involved, English language learners, refugees, immigrants, youth, older adults, veterans, individuals with disabilities, and any other entities supporting historically unserved or underserved communities.

Using the template below, Regional Planning Units and Local Workforce Development Boards provide a detailed description of how meaningful stakeholder involvement and community engagement was achieved when developing the 2025-28 WIOA Regional and Local Plans.

Mode of Outreach: January 15, 2025, public meeting from 2:30 to 4:30 p.m.

Target of Outreach: Public, Community Partners, and Business.

Summary of Attendance: Representatives from the State of California Employment Development Department; California's Department of Rehabilitation; staff from Santa Cruz County, Monterey County, and San Benito County workforce development boards.

Comments:

- Establishing data sharing agreements may help with collaboration.
- There should be regional events for employers to be educated about disabilities and the resources available to assist this population.
- Another way to learn about viable alternative priority industry sectors would be to research what conferences are happening in each local area.
- Finance, Banking, Insurance, and Real Estate are difficult industries for participants due to licensing requirements. Those who pursue those careers are also typically self-sufficient and get there on their own.
- Another profession that is emerging is dentistry.
- We should partner with school districts to educate youth on various career paths and available resources so that they are better prepared to enter the workforce.
- The referral form should be uploaded onto the website for use with a feature to track overall progress.
- A regional referral process and network list should be established.

- A large barrier that prevents partners from making referrals is the legal status requirement for participants.
- Concerns were expressed regarding limited language and translation information for the Indigenous community in Monterey County. One idea would be to reach out to Behavioral Health Interpreting Services that use LanguageLine Solutions and Binational Center for the Development of Caxcan Indigenous Communities, also known as Centro Binacional para el Desarollo Indigena Oaxaqueno, which provides interpretation services to the Indigenous population of Monterey County.

Mode of Outreach: January 16, 2025, Zoom meeting from 1:30 to 3:00 p.m.

Target of Outreach: Public, Community Partners, CBOs, Education, Business.

Summary of Attendance: Child Support Services, State of California Employment Development Department, Small Business Development Council, staff to the Monterey County Workforce Development Board.

Comments:

Child Support Services:

- There are challenges relating to getting clients' authorization signatures to be referred out to the MC Works programs, including other partners' programs.
- Clients are not willing to take extra steps to meet with WDBs to find employment.
- Legal status is a barrier for some entities which are unable to refer their clients for services because they are not eligible due to State or federal eligibility requirements.
- If clients have a disability, they do not want to disclose it.
- Partnering with WIOA providers is different compared to other partners – more stringent.

Employment Development Department:

- The region needs a process where there is a point of contact for the partners when making referrals would be beneficial.
- Working to get disabled veterans back to the workforce – and facing transportation barriers.

Small Business Development Council:

- Language and technology barriers exist and should be addressed.
- Pathways are needed for clients and to be able to refer them to different resources for client needs.
- Assistance with retention is highly needed for family services applicants to keep them in a program.
- Some customers are forced into the program; otherwise, they will lose benefits, meaning they are not willing participants, making it challenging for them to reach success.
- Language barriers are based on different nationalities and languages.
- In need of home-based businesses in the region, such as home childcare services, cottage restaurants, food trucks.

Staff to the Monterey County Workforce Development Board:

- Possibility of a regional referral process. Everyone is housed in the same building to meet individual needs. Regional networking list, TEAMS Channel, regional meetings with Santa Cruz, San Benito, and Monterey counties.

Mode of Outreach: January 23, 2025, Zoom meeting from 3:30 to 5:00 p.m. and Zoom follow-up meeting on February 10, 2025, 3:30 to 5:00 p.m.

Target of Outreach: Education, community colleges.

Summary of Attendance: Cabrillo Community College, Hartnell Community College, Monterey Peninsula College, Gavilan Community College, Bay Area Community College Consortium (BACCC) Regional Director for Workforce Partnerships.

Comments:

- Idea of co-locating services at the AJCC with Gavilan College leadership.
- Idea of submitting formal written comments on Eligible Training Provider List (ETPL) recommendations, with WDBs continuing to advocate for ETPL system reform.
- Community colleges and WDBs to consider formalizing agreements beyond the Regional Equity and Recovery Partnerships (RERP) grant.
- Community colleges and WDBs to explore opportunities for regional cross-training.
- Idea of helping to organize an in-person regional meeting or conference for all stakeholders, including Business.
- The Monterey, Santa Cruz, and San Benito County WDBs have invested extensive time and resources to build cross-system collaboration with their local community colleges well beyond the RERP grant. This work is not easy and is often faced with systemic barriers.
- The ETPL is one of those large intersection points where the WDBs and community colleges alike face significant challenges. A statewide workgroup has convened over the past year to address the ETPL reform necessary for true, cross-system collaboration. For the first time in California's history, a unified voice across community colleges, WDBs, adult schools, and regional occupational programs is calling for SYSTEM CHANGE. As the WDBs outline their strategic focus moving forward, it is recommended that they consider supporting the ETPL recommendations below, when possible:

    1. Request a waiver for initial eligibility for State and public accredited programs.
    2. Eliminate additional State requirements imposed on the local ETPL.
    3. Reduce continued eligibility review requirements from annually to every 2 years.
    4. Require State agencies to provide existing wage data.
    5. Streamline CalJOBS enrollment for training providers.
    6. Allow private providers to come within 10% of meeting any three of the five WIOA training provider goals.

Appendix B: Public Comments received that disagree with the Regional Plan

No comments were received that disagreed with the North Central Coast Regional Planning Unit's 2025-28 Regional Plan.

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Appendix C: Signature Page

By signing below, the Local Board Chairs request approval of the North Central Coast's 2025-28 Regional Plan.

Local Board Chairs	Local Board Chairs	Local Board Chairs
Signed by: Erik Cushman 92618E206D50452...	DocuSigned by: Rob Morse 10935F123F4F4E1...	
Signature	Signature	Signature
Erik Cushman	Rob Morse	Chuck Frowein
Name	Name	Name
Monterey County Workforce Development Board Chair	Santa Cruz County Workforce Development Board Chair	San Benito County Workforce Development Board Chair
Title	Title	Title
4/11/2025 | 9:43 AM PDT	4/10/2025 | 6:55 PM PDT	4/9/25
Date	Date	Date

Introduced: 6/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize advanced step placement for Eric Bixler at Step 7 of the Chief Deputy Sheriff salary range effective July 7, 2025, in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.5. (ADDED VIA ADDENDA)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize advanced step placement for Eric Bixler at Step 7 of the Chief Deputy Sheriff salary range effective July 7, 2025, in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.5.

SUMMARY/DISCUSSION:
Placement at an advanced step may be requested to compensate an employee, commensurate with their specialized knowledge, skill, years of relevant service, and recognition of their current compensation package. Pursuant to the provisions of Personnel Policies and Practices Resolution (PPPR) No. 98-394, Board of Supervisors' approval is required to authorize placement above step 3 in Unit Y.

Chief Deputy Eric Bixler has dedicated his life to public service for more than 35 years. Eric has served as an Emergency Medical Technician, a member of the United States Army and during law school he clerked at the Orange County Public Defender's Office. Eric started his law enforcement career with the Los Angeles Police Department in 1996. During his time with the Los Angeles Police Department Eric rose to the rank of Lieutenant II. While with LAPD Eric has been a federally sworn Task Force Officer with the Federal Bureau of Investigation, United States Marshals Service, and Drug Enforcement Agency. Eric has worked numerous assignments during his tenure including patrol, gangs, narcotics, crime analysis, Civil Rights Integrity, Transnational Organized Crime, firearms trafficking and importing, RICO, Homicide Conspiracies and Interpol.

Eric's last assignment was as the Officer in Charge of the Federal Bureau of Investigation's Transnational Organized Crimes Task Force, Federal Bureau Investigation's Metropolitan Task Force and Violent Gangs with Homeland Security Investigations, the United States Marshals Apprehension Task Force and the United States Marshal's Foreign Prosecution Liaison Unit, Interpol. Eric was also responsible for the tactical and firearms training for the Los Angeles Police Department's Gang and Narcotics Division.

Eric earned a Bachelor of Arts in History from the University of California at Los Angeles where he was a member of the NCAA Championship Track Teams for 1987 and 1988 as a sprinter. During his

time with the United States Army he received Platoon Guide of the Cycle for the entire Fort Jackson. Eric also holds a Juris Doctorate degree from Western States University College of Law. During his time working narcotics, Eric was the top instructor for the California Narcotics Officers Association and won the CNOA award for narcotics officer of the year for all of Southern California as well as several medals for actions as an LAPD officer. Eric also holds POST, Basic, Advanced and Supervisory Certificates.

In determining the appropriate step for appointment for this at-will position, Eric's prior compensation levels which were at or above the salary schedule for this classification and the effect of differences in compensation and benefits for these positions were considered. Salary recommendations have been made in accordance with the County's Personnel Policies and Practices Resolution (PPPR) sections A.1.11.1, and A.1.11.5. These sections provide for appointment at a higher salary step for reasons including credit for experience, avoiding injustice, and employee negotiation. In conclusion, approval is requested to appoint Chief Deputy Bixler at Step 7 of the County's current Salary Schedule for the classification of Chief Deputy Sheriff.

In conclusion, approval is requested to appoint Chief Deputy Bixler at Step 7 of the County's current Salary Schedule for the classification of Chief Deputy Sheriff.

OTHER AGENCY INVOLVEMENT:
N/A

FINANCING:
This position is currently budgeted within the department at step 7 and there will be no increase in salary and benefits associated with these actions and no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
X_Administration
__Health & Human Services
__Infrastructure
X_Public Safety

Prepared by: Keith Boyd, Undersheriff, Ext. #3859
Approved by: Tina Nieto, Sheriff, Ext. #3750

Attachments:
Board Report

Introduced: 6/24/2025
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

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SUMMARY/DISCUSSION:
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In conclusion, approval is requested to appoint Chief Deputy Bixler at Step 7 of the County's current Salary Schedule for the classification of Chief Deputy Sheriff.

OTHER AGENCY INVOLVEMENT:
N/A

FINANCING:
This position is currently budgeted within the department at step 7 and there will be no increase in salary and benefits associated with these actions and no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
X_Administration
__Health & Human Services
__Infrastructure
X_Public Safety

Prepared by: Keith Boyd, Undersheriff, Ext. #3859
Approved by: Tina Nieto, Sheriff, Ext. #3750

Attachments:
Board Report

County of Monterey

Board Report

Legistar File Number: 25-451

Item No.41

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/10/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

Consider adopting a resolution to:
a. Approve and adopt the Land Use Fee Waiver Process, Code Enforcement Priority Process Policy, and Fire Recovery Guidelines Policy for inclusion in the Board Policy Manual; and
b. Provide direction to staff as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:

a. Approve and adopt the Land Use Fee Waiver Process, Code Enforcement Priority Process Policy, and Fire Recovery Guidelines Policy for inclusion in the Board Policy Manual; and
b. Provide direction to staff as appropriate.

SUMMARY/DISCUSSION:
The County of Monterey is attempting to organize and document formal policies adopted by the Board of Supervisors that are not codified in the County Code. In support of this effort, Housing Community Development (HCD) has identified three policies, processes, and guidelines that meet the definition of a Board Policy and recommends that these policies be included in the Board Policy Manual. These include:

1) Land Use Fee Waiver Process (Policy G 260),
2) Code Enforcement Priority Process Policy (Policy G 265), and
3) Fire Recovery Guidelines (Policy G 268).

The purpose of G-260, Land Use Fee Waiver Policy, is to provide a formal process for the Director of HCD to waive land use fees under certain circumstances. This policy was last approved by the Board of Supervisors for the former Resource Management Agency (RMA) as policy L-50 on July 10, 2012. (Attachment A)

The purpose of G-265, Code Enforcement Priority Policy, is to outline the priorities and procedures for code enforcement, emphasizing timely voluntary compliance, reasonable deadlines, and escalated action when necessary to protect public health, safety, and the environment. (Attachment B)

The purpose of G-268, Fire Recovery Guidelines, is to support recovery from the River, Carmel, and Dolan 2020 fires. The former RMA brought these guidelines to the Board of Supervisors, and they were approved on September 15, 2020, and expire September 15, 2025. (Attachment C)

FINANCING:

The County Administrative Office manages the Board Policy Manual. Approval of the recommendation will not result in additional general fund contributions. Staff time for preparing this report is included in the FY 24/25 adopted budget for HCD.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Formalizing and including these policies into the Board Policy Manual meets the strategic initiative for administration.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
_x Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Shandy Carroll, HCD Management Analyst III, 831 784 5643
Reviewed by: Josh Bowling, Chief of Building
Reviewed by: Melanie Beretti, AICP, Chief of Planning
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - G-260 Land Use Fee Waiver Policy
Attachment B - G-265 Code Enforcement Priority Policy
Attachment C - G-268 Fire Recovery Guidelines

cc: Joann Iwamoto (iwamotoj@countyofmonterey.gov)

Introduced: 6/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider adopting a resolution to:
a. Approve and adopt the Land Use Fee Waiver Process, Code Enforcement Priority Process Policy, and Fire Recovery Guidelines Policy for inclusion in the Board Policy Manual; and
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RECOMMENDATION:
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FINANCING:
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recommendation will not result in additional general fund contributions. Staff time for preparing this report is included in the FY 24/25 adopted budget for HCD.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Formalizing and including these policies into the Board Policy Manual meets the strategic initiative for administration.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
_x Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Shandy Carroll, HCD Management Analyst III, 831 784 5643
Reviewed by: Josh Bowling, Chief of Building
Reviewed by: Melanie Beretti, AICP, Chief of Planning
Approved by: Craig Spencer, HCD Director

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Attachment C - G-268 Fire Recovery Guidelines

cc: Joann Iwamoto (iwamotoj@countyofmonterey.gov)

Attachment A

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Land Use Permit Fee Waivers	G-260	1 of 2
Policy Category Administration		

I. Purpose

This policy establishes the procedure for fee waivers for the County of Monterey, Housing and Community Development (HCD) permitting to ensure access to services and promote community development.

This policy does not supersede state or federal law regarding permit fees. In cases where state or federal law require the waiving of fees, such as appeals of l use decisions in the coastal zone, state or federal law prevails.

II. Background

The Board of Supervisors periodically establishes HCD fees for construction permitting, inspection, land use entitlements, appeals, and encroachments, as allowed by state law.

On August 29, 2000, the Board of Supervisors approved Resolution 2000 – 342 amending the Monterey County Master Fee Resolution establishing criteria for the waiver of fees in specific circumstances. This policy was amended in on July 10, 2012 to add criteria for waiver of appeal fees for low-income individuals. Together, these policies allow the Director of HCD to waive fees when appropriate. Fee waiver applications not conforming to the policy must be approved by the Planning Commission or Board of Supervisors on appeal.

This policy applies to all land use, construction, encroachment permitting fees, collected by HCD for County land use agencies. It does not apply to other Monterey County service fees. Consultant fees are not eligible for waivers. The HCD director may cap fee waivers for projects requiring extensive staff time (e.g., large developments, EIRs).

III. Policy

It is the policy of the County that the HCD Director, or designee, may waive permit fees for:

a. Small day care centers (less than twelve children).
b. Inclusionary portions of proposed residential developments.
c. Special Handling affordable housing projects, as detailed in the adopted Special Handing criteria (25% affordable housing). Amount of fees waived is based on the percentage of affordable housing provided, and may include additional fees beyond the original application fees.

d. Persons 62 or older with very low, fixed incomes as defined by Housing and Urban Development (HUD).
e. Reclassification applications to bring property into consistency with existing General Plan l use designations.
f. County or other government agencies where grant or other non-general fund revenues are insufficient to cover permitting costs.
g. Permit fees for the repair or reconstruction of property structures damaged or destroyed by an act or events that has been declared a disaster by the Board of Supervisors where insurance is inadequate to pay the applicable fees.
h. Development, enhancement, expansion or modification of needed community facilities by non-profits organizations and community groups meeting the following criteria:
    1. The proposed project is available for use by the general public use; and
    2. Provides a scope of benefit beyond the residents of the immediate vicinity; and
    3. Is of obvious public benefit. Evidence of public benefit includes, but is not limited to, projects that:
        i. Meet a public need previously identified or recognized by the Board of Supervisors:
        ii. Provide a public facility not presently available in the community;
        iii. Have generated obvious, substantial community support; or
        iv. Would either reduce County costs or increase County revenue.
i. General Plan amendments for parcels with inappropriate or inaccurate land use designations provided the property has been field checked and verified that it is inaccurately or inappropriately designated.
j. Land use appeal fees when the appellant provides evidence that appellant is unable to afford the appeal fees due to appellant's financial condition, provided that the appellant provides evidence in support of the fee waiver request such as evidence demonstrating that appellant would qualify for a waiver of court fees costs pursuant to California Government Code section 68632 because of his or her financial condition.

IV. Procedure

Applicants seeking a waiver of fees must submit a Fee Waiver Request Form with supporting documentation. The HCD Director or designee may approve requests conforming with the policy.

The decision of the HCD Director or designee on the fee waiver request is appealable to the Planning Commission.

Fee Waiver Requests not conforming to the policy will be reviewed by the Planning Commission.

Unless waived by the HCD Director or designee according to this policy, all fees shall be paid at the time of the filing an application or an appeal. Should the fees subsequently be waived, the fees shall be refunded.

V. Review

This Policy will be reviewed for continuance by July 1, 2030.

VI. Approval

Legistar File Number: _____, June 24, 2025.

Attachment B

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Code Enforcement Priorities	G-265	1 of 2
Policy Category Government and Administration		

I. Purpose

a. To outline the priorities and procedures for code enforcement within the County of Monterey, ensuring the protection of public health, safety, and the environment.
b. It is the policy of the County of Monterey to encourage and provide ample opportunities for those persons who are found to be in violation of County Codes to, in a timely manner, voluntarily comply with the Codes.
c. It is also the policy of the County to set reasonable deadlines for timely compliance, to adhere to those deadlines and to take appropriate escalated enforcement action when those deadlines are not met.

II. Background

The following priorities for code enforcement were adopted by the Board of Supervisors in October 1996. These priorities are reflective of the intention and direction of the County of Monterey to enforce its land use codes. These priorities do not imply that certain types of violations are to be condoned or are not to be subject to enforcement processes but is a recognition that priority must be given to certain types of violations to effectively protect the public's health and safety and the environment.

III. Policy

It is the policy of the County that enforcement priorities for code enforcement are as follows:

a. PRIORITY ONE: IMMEDIATE THREAT TO HEALTH, SAFETY OR ENVIRONMENTAL RESOURCES: Priority one violations are those actions which will do immediate, significant damage to the public's health and safety or to the environment. Examples of such violations include but are not limited to housing conditions where faulty structural or electrical systems exist and present an immediate hazard or violations of conditions of approval, such as noise or traffic mitigations, specifically designed protect the public. Environmental issues include but are not limited to removal of significant vegetation, and grading and erosion control in environmentally sensitive areas.
b. PRIORITY TWO: POTENTIAL THREAT TO HEALTH, SAFETY OR ENVIRONMENTAL RESOURCES: Priority two violations are those actions which have the potential to damage the public's health and safety or the environment. Violations in this category are essentially the same as priority one, except that the potential for damage is neither as immediate or as significant as would be found in priority one.

c. PRIORITY THREE: MINOR AND TECHNICAL CODE VIOLATIONS: Priority three violations are those which do not pose a threat to the public health or safety or the environment but which may, if not abated, compromise the purpose of the codes or perpetuate other violations. Priority three violations also include those activities which are technically code violations but pose no threat to the public health and safety or the environment and which are so minor that no adverse consequences can be anticipated from the activity.

IV. Procedure

a. When a violation is found to exist the enforcing officer will, in writing, notify the property owner and person (if other than the owner) causing the violation of the existence of the violation, the action needed to correct the violation and the deadline by which the prescribed action must be taken and the potential penalties if the violation is not corrected. The notice will also advise the owner of their ability to appeal the determination that the violation exists.
b. Except in situations where there is an immediate threat to the public health and safety or to the environment, no additional enforcement actions will be taken while a person in violation is diligently pursuing their administrative remedies to correct the violation within the timelines set by the enforcing officer.
c. The deadline set by the enforcing officer is to be determined in light of the time needed for a reasonable person making a diligent effort to correct the violation.
d. The enforcing officer may extend the deadline upon a showing by the persons in violation that unforeseen circumstances beyond their control have prevented them from complying with the deadline.
e. If the deadline established by the enforcing officer is not met, and no extension is given, the enforcing officer will proceed to the next: level of enforcement action based on the circumstances and severity of the violation. The possible levels of enforcement action include recordation of notices of violation, citations, and referral to the County Counsel or District Attorney.

V. Review Date

This Policy will be reviewed for continuance by July 1, 2027.

VI. Board Action

Legistar File Number: _____, June 24, 2025.

Attachment C

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Fire Recovery	G-268	1 of 2
Policy Category Government and Administration		

I. Purpose

To support the processing of permits for the rebuilding of structures destroyed or damaged by the 2020 River, Carmel and Dolan Fires for a 5-year period (September 15, 2025) and to outline the process under which fee waivers are applicable.

II. Background

Following a disaster, the County of Monterey has consistently endeavored to facilitate the rebuilding process for property owners. In alignment with this commitment, the Board of Supervisors adopted Fire Recovery Guidelines for the River, Carmel, and Dolan Fires, drawing upon the 2016 Soberanes guidelines as a template. These guidelines include provisions for an expedited permit process, fee waivers for eligible structures, and prioritization of permit processing.

III. Policy

a. It is the policy of the County that permit fees are waived for the reconstruction of units under specific conditions:
    i. The replacement structures conform to zoning requirements;
    ii. are proposed for the same use;
    iii. do not exceed the original structure's size by more than 10%; and
    iv. are sited appropriately.
b. This waiver applies to various permits, excluding environmental documents for relocated or expanded structures.

IV. Procedure

a. The Director of Housing Community Development is authorized to extend the five-year timeframe for applying these guidelines, not to exceed September 15, 2030.
b. Staff will coordinate with property owners and provide assistance throughout the rebuilding and permit process.

V. Review Date

This Policy will be reviewed for continuance by September 15, 2030.

VI. Legistar File Number:

Legistar File Number: _____, June 24, 2025.

Introduced: 6/10/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve a Memorandum of Understanding (MOU) between the County of Monterey (County) and the City of Greenfield (City) regarding installation and use of flock safety cameras by the City within the County's Right of Way"; and
b. Authorize the Director of Public Works, Facilities, and Parks to execute the Memorandum of Understanding.
Project Location: Locations; Near City of Greenfield (See Attachment A-Exhibit A).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve a Memorandum of Understanding (MOU) between the County of Monterey and the City of Greenfield regarding installation and use of flock safety cameras by the City within the County's right of way"; and
b. Authorize the Director of Public Works, Facilities, and Parks to execute the Memorandum of Understanding.

SUMMARY/DISCUSSION:
The City of Greenfield (City) seeks a cooperative agreement with the County of Monterey (County), collectively referred as to the "parties", to allow for installation of Flock Safety Cameras within the County right of way to assist law enforcement with emergency response and investigation activities. The City has contracted with Flock Group Inc. (aka Flock Safety) to lease Flock Cameras to install and maintain certain cameras within the County right of way.

The parties have collectively drafted a Memorandum of Understanding (Attachment A). On April 8, 2025, the Greenfield City Council adopted a resolution (RES 2025-22) approving the draft MOU.

Under the proposed MOU, the City would assume all responsibility for the ongoing maintenance of the Flock Safety Cameras within the County right of way. Other than review and issuance of an Encroachment Permit, the County will not have any obligations or responsibilities related to the cameras.

Flock Safety is currently processing an Encroachment Permit with the County (File No. 25EP0052) to install the cameras and related appurtenances at two locations within the County right of way. Under section 2B of the draft MOU, locations set forth in "Exhibit A" of the MOU may be added or modified by written agreement of the "parties" without formal amendment of the MOU. This would allow County staff to process additional camera locations with a standard Encroachment Permit

application.

Additionally, the MOU includes an indemnification provision, whereby the City agrees to indemnify, defend, and hold County harmless from and against any damage or liability, costs, or expenses from any third-party claim (including reasonable attorneys' fees and court costs) stemming from the MOU, including, but not limited to the installation and operation of the cameras.

Therefore, staff recommends that the Board of Supervisors approve the Memorandum of Understanding between the City of Greenfield and the County of Monterey.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement as to form. HCD-Engineering Services coordinated with PWFP staff on the Memorandum of Understanding.

FINANCING:
Staff costs to prepare this report are included in the FY2024-25 Adopted Budget for Housing and Community Development Department (HCD) Appropriation Unit HCD002, Unit 8543. The cost of the Memorandum of Understanding (MOU) processing is funded with applicant fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiative for Economic Development and Infrastructure.

___ Economic Development
___ Administration
___ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Armando Fernandez, PE, Senior Civil Engineer
Reviewed by: Joshua Bowling, CBO, CCEO, Chief of Building Services, HCD
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works Facilities and Parks, PWFP
Approved by: Craig Spencer, ACIP, Director of Housing and Community Development, HCD

The following attachments are on file with the Clerk of the Board:
Attachment A - City of Greenfield Res. 2025-22 Approving the Memorandum of Understanding, together with the Memorandum of Understanding as an attachment

Introduced: 6/10/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve a Memorandum of Understanding (MOU) between the County of Monterey (County) and the City of Greenfield (City) regarding installation and use of flock safety cameras by the City within the County's Right of Way"; and
b. Authorize the Director of Public Works, Facilities, and Parks to execute the Memorandum of Understanding.
Project Location: Locations; Near City of Greenfield (See Attachment A-Exhibit A).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve a Memorandum of Understanding (MOU) between the County of Monterey and the City of Greenfield regarding installation and use of flock safety cameras by the City within the County's right of way"; and
b. Authorize the Director of Public Works, Facilities, and Parks to execute the Memorandum of Understanding.

SUMMARY/DISCUSSION:
The City of Greenfield (City) seeks a cooperative agreement with the County of Monterey (County), collectively referred as to the "parties", to allow for installation of Flock Safety Cameras within the County right of way to assist law enforcement with emergency response and investigation activities. The City has contracted with Flock Group Inc. (aka Flock Safety) to lease Flock Cameras to install and maintain certain cameras within the County right of way.

The parties have collectively drafted a Memorandum of Understanding (Attachment A). On April 8, 2025, the Greenfield City Council adopted a resolution (RES 2025-22) approving the draft MOU.

Under the proposed MOU, the City would assume all responsibility for the ongoing maintenance of the Flock Safety Cameras within the County right of way. Other than review and issuance of an Encroachment Permit, the County will not have any obligations or responsibilities related to the cameras.

Flock Safety is currently processing an Encroachment Permit with the County (File No. 25EP0052) to install the cameras and related appurtenances at two locations within the County right of way. Under section 2B of the draft MOU, locations set forth in "Exhibit A" of the MOU may be added or modified by written agreement of the "parties" without formal amendment of the MOU. This would allow County staff to process additional camera locations with a standard Encroachment Permit

application.

Additionally, the MOU includes an indemnification provision, whereby the City agrees to indemnify, defend, and hold County harmless from and against any damage or liability, costs, or expenses from any third-party claim (including reasonable attorneys' fees and court costs) stemming from the MOU, including, but not limited to the installation and operation of the cameras.

Therefore, staff recommends that the Board of Supervisors approve the Memorandum of Understanding between the City of Greenfield and the County of Monterey.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement as to form.
HCD-Engineering Services coordinated with PWFP staff on the Memorandum of Understanding.

FINANCING:
Staff costs to prepare this report are included in the FY2024-25 Adopted Budget for Housing and Community Development Department (HCD) Appropriation Unit HCD002, Unit 8543. The cost of the Memorandum of Understanding (MOU) processing is funded with applicant fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors' Strategic Initiative for Economic Development and Infrastructure.

___ Economic Development
___ Administration
___ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Armando Fernandez, PE, Senior Civil Engineer
Reviewed by: Joshua Bowling, CBO, CCEO, Chief of Building Services, HCD
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works Facilities and Parks, PWFP
Approved by: Craig Spencer, ACIP, Director of Housing and Community Development, HCD

The following attachments are on file with the Clerk of the Board:
Attachment A - City of Greenfield Res. 2025-22 Approving the Memorandum of Understanding, together with the Memorandum of Understanding as an attachment

Attachment A

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RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUTY OF MONTEREY REGARDING THE INSTALLATION OF FLOCK SAFETY CAMERAS WITHIN THE COUNTY OF MONTEREY RIGHT-OF-WAY

WHEREAS, The City of Greenfield City Council desires to undertake a project with Flock Safety Cameras to expand existing coverage; and

WHEREAS, the expansion of the project requires a Memorandum of Understanding (MOU) with the County of Monterey regarding the installation of Flock Safety Cameras within the County of Monterey right-of-way;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Greenfield is authorized to execute on behalf of the City of Greenfield City Council the attached MOU.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regular meeting of the City Council held on the 8th day of April 2025, by the following vote:

AYES, and all in favor, therefore, Councilmembers: Mayor White, Mayor Pro-tem Rodriguez, Councilmembers Ortiz, Jones and Garcia

NOES, Councilmembers: None

ABSENT, Councilmembers: None

Robert White, Mayor

Attest:

Ann F. Rathbun, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONTEREY AND CITY OF GREENFIELD REGARDING INSTALLATION AND USE OF FLOCK SAFETY CAMERAS WITHIN THE COUNY OF MONTEREY RIGHT OF WAY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made between the County of Monterey, a political subdivision of the state of California (the County), and the City of Greenfield a California municipal corporation (the City). This MOU is entered into as of this ____ day of _____, 2025, by and between the City and the County.

RECITALS:

WHEREAS, the City has contracted with Flock Group Inc. (aka Flock Safety) to lease Flock cameras which includes installation, access to footage/data, and related professional services to acquaint officers with the new technology; and

WHEREAS, the City is in need of a cooperative agreement with County to allow for installation of Flock Safety camera equipment within County right of way to assist law enforcement with response and investigation activities; and

WHEREAS, the parties wish to enter into an MOU to outline their respective obligations related to the cameras/equipment, installation, use, maintenance, data, storage, and other related matters.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE

The purpose of this agreement is to allocate duties for the contracting and implementation of Flock Safety cameras, equipment, access, use of infrastructure, and professional services required for the desired technology to assist City officers as needed.

SECTION 2. ROLES AND RESPONSIBILITES

A. **FLOCK SAFETY CONTRACT AND LEASE AGREEMENT.** The City has entered a lease agreement with Flock Group, Inc., under which the City has agreed to pay for and manage all equipment and professional services related to a lease agreement with Flock Group Inc. The County shall permit access to right-of-way locations identified in Exhibit A for installation purposes; however, County will not have any other obligations related to the Flock Safety lease or other, related contracts.

B. **USE OF POLES IN COUNTY RIGHT-OF-WAY.** The County agrees to provide access to select County right-of-way locations that may be used for the City for installation of the Flock cameras and poles, as listed in Exhibit A to this MOU. City and/or Flock Safety

shall be responsible for the Flock pole installation with County pre-approval as to permitted location within the County right-of-way. City is responsible for all locations and/or responses that may be required at the pole location and must remove the pole and restore the right-of-way to its original condition upon termination of this MOU. The parties agree that the locations set forth in Exhibit a may be added or modified be written agreement of the parties without a formal amendment of the MOU.

C. **NOTIFICATION OF WORK.** The parties agree that the City and/or Flock Safety staff shall notify the County authorized representative at least five days prior to any installation, maintenance, modification, or replacement/removal of cameras and related equipment. Such notification shall include location and the date on which the work will be performed.

SECTION 3. TERM / TERMINATION

The Agreement shall commence upon signing and shall end upon expiration or termination of the City's lease with Flock Safety, including any extension thereof. Either party reserves the right to terminate this MOU for any reason, with or without cause, upon 30 days written notice to the other party. Upon termination of this MOU, all equipment related to Flock Safety cameras must be removed at the City cost and the County's right of way restored to its original condition.

SECTION 4. MICELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATVIES

City of Greenfield:	William Paul Wood City Manager 599 El Camino Real P.O. Box 127 Greenfield, California 93927
County of Monterey:	Randy Ishii, MS, PE, TE, PTOE Director of Public Works Facilities and Parks 1441 Schilling Place, 2nd Floor Salinas, California 93901

B. **DATA / STORAGE.** The City agrees to be responsible for storage and retention schedules for any data or footage obtained through Flock Safety equipment / services including obligations that may arise from the collection of data such as license plates,

photos/depictions of vehicles and/or areas surrounding photographed vehicles, and data documenting the date, time, and location of images captured. The City further agrees to be responsible for responding to any public data requests received by the City of the County with respect to such data. The parties agree that none of the data or documents collected are either County property or within the County's possession, use, or control.

C. **COMPLIANCE WITH APPLICABLE LAW.** The City agrees and warrants that, as of the effective date of this Agreement, it is, and will remain, in compliance with applicable federal, state, and local law, including, but not limited to SB 34, California state law governing use of automated license plate reader data, codified at California Civil Code section 1798.90.5, et seq. The City further agrees it is solely responsible for such compliance.

C. **THIRD PARTY BENEFICIARIES.** The Agreement shall not inure to the benefit of or create any right of cause of action in or on behalf of, any person or entity other than the parties to this MOU.

D. **AMENDMENT.** No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party, except as provided in Section 2B of this MOU.

E. **LIABILITY.**

1. **Responsibility for Own Acts and Omission.**
   Each party agrees that it will be responsible for its own acts and omissions and any liability resulting there from to the extent authorized by law. No party shall be responsible for the acts of other party of the results thereof.

2. **No Waiver.**
   Notwithstanding the foregoing, the terms of this Agreement are not to be constructed as, not operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to the state of California or any other applicable law or regulation providing limitations, defenses, or immunities to the County or City.

3. **Indemnification.**
   The City agrees that, in consideration for the County's agreement to allow the City to access County right-of-way locations to install of the Flock cameras and poles, it will defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, and/or employees from any claim, action, or proceeding against the County and/or its agents, officers, and/or or employees stemming from either the City or Flock's installation of Flock cameras and poles, including, but not limited to, claims of negligence, noncompliance with applicable law, damage to private property, Public

Records Act requests (based upon both California and the Federal Freedom of Information Act) and claims of invasion of privacy, which action is brought within the time provided for under law. The City shall reimburse the County for any court costs and attorney's fees that the County may be required by a court to pay as a result of such action.

The County shall notify the City of any such claim, action, and/or proceeding as expeditiously as possible. The County may, at its sole discretion, participate in the defense of such action. However, such participation shall not relieve the City of its obligations under this condition. Regardless, the County shall cooperate fully in defense of the claim, action, and/or proceeding.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

COUNTY OF MONTEREY

By: _____
Randy Ishii, MS, PE, TE, PTOE
Director of Public Works Facilities & Parks

Date: _____

CITY OF GREENFIELD

By: Clein Paul Wood
William Paul Wood
City Manager

Date: 4/11/2025

EXHIBIT A

PERMITED CAMERA LOCATIONS WITHIN COUNTY RIGHT OF WAY

EXHIBIT A

CA- Greenfield PD Expansion 3

Go to Project Management

8 TOTAL LOCATIONS	0 PLANNING	8 PERMITTING	0 INSTALLING	0 OPTIMIZING	0 IN SERVICE	0 DECOMMISSIONED



Cameras

- 4 Generic LPRs
- 2 Standard Range Camera - Pilots
- 2 LPR 2.2 - 16 mm - Verizon CAT 4 (7811)s

Poles

- 4 Flock Pole - 12 ft
- 1 Existing Light Pole

Power

- 2 65W Solar Panel Top of Poles
- 2 65W Solar Panel Top Mount - Tilts
- 1 65W Solar Panel Side Mount - Tilt

Cameras: F4008 Elm Ave @ 14th St EB

Address



Distance: 18.4 ft.



Streetview



Solar



39591 Elm Ave, Greenfield, CA 93927, United States (36.305123888021155, -121.26378137373719)

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Introduced: 6/17/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve submittal of a grant application under the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Authorize the Director of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation to secure these funds; and
c. Direct PWFP to return to the Board for approval prior to acceptance of grant award.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve submittal of a grant application under the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Authorize the Director of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation to secure these funds; and
c. Direct PWFP to return to the Board for approval prior to acceptance of grant award.

SUMMARY/DISCUSSION:
Jolon Road is a rural, narrow, two-lane road constructed in 1940s with little to no shoulders, spanning a length of approximately thirty-nine (39) miles and connecting to U.S. Highway 101 in King City and Bradley. Running parallel to U.S. Highway 101, Jolon Road is the only corridor that serves U.S. Army Garrison Fort Hunter Liggett, local residents, agricultural businesses, and two recreational lakes. After many years in use, the road has geometric deficiencies, poor pavement conditions, and is in need of repair. As growth in the area continues and traffic volumes increase, the pavement will continue to deteriorate. The Department of Public Works, Facilities and Parks (PWFP) has identified the rehabilitation of Jolon Road as a priority project for many years. The road is in need of rehabilitation to improve safety, aesthetics and function and proposed improvements include the following: grinding of old pavement and installation of fabric reinforcement to extend service life, overlay of the existing pavement with a three-inch hot mix asphalt (HMA) layer to improve the rideability and safety, grading, striping and paving to install new or widen existing paved shoulders to a minimum of six feet to further improve the road safety.

In 2021, 2023 and 2024 PWFP submitted a grant application to the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) requesting funding for the Jolon Road Safety Improvement Project (Project) to rehabilitate approximately 21.5 miles of Jolon Road (from the entrance of U.S. Army Garrison Fort Hunter Liggett at the intersection of Mission Road and

Jolon Road, and continuing south to the U.S. Highway 101 interchange).

Although the feedback provided by the Department of Defense about the application was complimentary, the Project was not selected for funding.

There is a new DCIP grant solicitation for 2025 which provides $90 million to address deficiencies in community infrastructure supportive of a military installation and fund projects that enhance military value, military installation resilience, or military family quality of life. Applicants can apply for up to $20 million in funding and grant applications are due by 5 p.m. Pacific Daylight Time on July 3, 2025. Eligible costs include construction costs only. Soft costs, such as planning, design, permitting, and California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA) compliance are not eligible costs under the grant program and must be funded by non-Federal funds. PWFP intends to submit another DCIP application in July 2025 for the Jolon Road Safety Improvement Project. PWFP reduced the project scope to enhance application competitiveness and intends to request approximately $9.8 million to rehabilitate approximately 8.7 miles of Jolon Road, which would be supplemented with $2 million allocated for soft costs in the Capital Improvement Program 5-year Plan.

If the proposed grant application is selected to receive funding, staff will return to the Board for approval to accept the grant award and approve the Project. Programming Federal transportation funds will support construction jobs, enhance public safety, as well as provide needed improvements for economic development, business retention, quality of life, and mobility throughout the County.

OTHER AGENCY INVOLVEMENT:
PWFP staff collaborated with Fort Hunter Liggett staff during application development.

FINANCING:
Staff cost to submit the application will be funded out of the Road Fund. The estimated cost is $5,000. The adopted FY 2024-25 Road Fund 002, budget includes $1 million in appropriations to fund the engineering, construction management of this project. The project will carry forward into FY 2025-26, Road Fund has included $1 million in the recommended budget for FY 2025-26 to complete design phase of this project. The total Project cost is approximately $11.8 million. Funding for the construction phase is contingent upon award of grant funding for the Project.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The Project will construct sustainable, physical infrastructure that improves the quality of life for County residents and visitors. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Janie Bettencourt, Management Analyst II
Reviewed by: Jonathan Pascua, PE, Senior Civil Engineer
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Location Map

Introduced: 6/17/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve submittal of a grant application under the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
b. Authorize the Director of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation to secure these funds; and
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RECOMMENDATION:
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a. Approve submittal of a grant application under the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) grant program, to request funding for the Jolon Road Safety Improvement Project;
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c. Direct PWFP to return to the Board for approval prior to acceptance of grant award.

SUMMARY/DISCUSSION:
Jolon Road is a rural, narrow, two-lane road constructed in 1940s with little to no shoulders, spanning a length of approximately thirty-nine (39) miles and connecting to U.S. Highway 101 in King City and Bradley. Running parallel to U.S. Highway 101, Jolon Road is the only corridor that serves U.S. Army Garrison Fort Hunter Liggett, local residents, agricultural businesses, and two recreational lakes. After many years in use, the road has geometric deficiencies, poor pavement conditions, and is in need of repair. As growth in the area continues and traffic volumes increase, the pavement will continue to deteriorate. The Department of Public Works, Facilities and Parks (PWFP) has identified the rehabilitation of Jolon Road as a priority project for many years. The road is in need of rehabilitation to improve safety, aesthetics and function and proposed improvements include the following: grinding of old pavement and installation of fabric reinforcement to extend service life, overlay of the existing pavement with a three-inch hot mix asphalt (HMA) layer to improve the rideability and safety, grading, striping and paving to install new or widen existing paved shoulders to a minimum of six feet to further improve the road safety.

In 2021, 2023 and 2024 PWFP submitted a grant application to the United States Department of Defense Office, Defense Community Infrastructure Program (DCIP) requesting funding for the Jolon Road Safety Improvement Project (Project) to rehabilitate approximately 21.5 miles of Jolon Road (from the entrance of U.S. Army Garrison Fort Hunter Liggett at the intersection of Mission Road and Jolon Road, and continuing south to the U.S. Highway 101 interchange).

Although the feedback provided by the Department of Defense about the application was complimentary, the Project was not selected for funding.

There is a new DCIP grant solicitation for 2025 which provides $90 million to address deficiencies in community infrastructure supportive of a military installation and fund projects that enhance military value, military installation resilience, or military family quality of life. Applicants can apply for up to $20 million in funding and grant applications are due by 5 p.m. Pacific Daylight Time on July 3, 2025. Eligible costs include construction costs only. Soft costs, such as planning, design, permitting, and California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA) compliance are not eligible costs under the grant program and must be funded by non-Federal funds. PWFP intends to submit another DCIP application in July 2025 for the Jolon Road Safety Improvement Project. PWFP reduced the project scope to enhance application competitiveness and intends to request approximately $9.8 million to rehabilitate approximately 8.7 miles of Jolon Road, which would be supplemented with $2 million allocated for soft costs in the Capital Improvement Program 5-year Plan.

If the proposed grant application is selected to receive funding, staff will return to the Board for approval to accept the grant award and approve the Project. Programming Federal transportation funds will support construction jobs, enhance public safety, as well as provide needed improvements for economic development, business retention, quality of life, and mobility throughout the County.

OTHER AGENCY INVOLVEMENT:
PWFP staff collaborated with Fort Hunter Liggett staff during application development.

FINANCING:
Staff cost to submit the application will be funded out of the Road Fund. The estimated cost is $5,000. The adopted FY 2024-25 Road Fund 002, budget includes $1 million in appropriations to fund the engineering, construction management of this project. The project will carry forward into FY 2025-26, Road Fund has included $1 million in the recommended budget for FY 2025-26 to complete design phase of this project. The total Project cost is approximately $11.8 million. Funding for the construction phase is contingent upon award of grant funding for the Project.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The Project will construct sustainable, physical infrastructure that improves the quality of life for County residents and visitors. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Janie Bettencourt, Management Analyst II
Reviewed by: Jonathan Pascua, PE, Senior Civil Engineer
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:
Attachment A - Location Map

Attachment A


Santa Cruz
Aptos
CA
SANTA CRUZ COUNTY
Watsonville
Aromas
Royal Oaks
San Juan Bautista
Hollister
MERCED COUNTY
MADERA COUNTY
Monterey Bay
Moss Landing
Prunedale
Castroville
Bolsa Knolls
1
Salinas
East Garrison
Spreckels
Pacific Grove
Monterey
Pebble Beach
Chualar
Carmel
Mid-Valley
Carmel Highlands
Carmel Valley
Gonzales
SAN BENITO COUNTY
5
FRESNO COUNTY
Soledad
101
Greenfield
Big Sur
Pacific Ocean
MONTEREY COUNTY
King City
San Lucas
Jolon
Lockwood
PROJECT LOCATION
Parkfield
KINGS COUNTY
Bradley
San Miguel
SAN LUIS OBISPO COUNTY
N
W
E
S
0
5
Mile

1402

County of Monterey

Board Report

Legistar File Number: 25-521

Item No.44

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

July 01, 2025

Introduced: 6/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Added a revised attachment titled "Revised Attachment G - Compiled Public Comments" to Item No. 17 under Scheduled Matters
Added Item No. 18.1 under Scheduled Matters
Removed Item No. 36 under Criminal Justice - Consent
Added Item No. 40.1 under General Government - Consent

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics included but not limited to vaccine clinics, outpatient clinic coverage, or other health matters.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 750,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 31, 2025 to July 31, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Business Associate Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Initial
BV
Contractor

Auto Liability Coverage: must include motor vehicles, including ~~scheduled~~, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

County

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cindy Girard-Berry, Human Resources Manager	Troy Kato, Business Development Manager
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	trkato@amergis.com
Address	Address
831.755.4547	831.588.2228 / 510.982.3830
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta
County Counsel
Chief Deputy County Counsel

Date: 6/17/2025 | 10:01 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F8... Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I

Date: 6/17/2025 | 10:13 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Amergis Healthcare Staffing, Inc.
Contractor/Business Name *

By: Signed by: Benjamin Veldman 27DC8B415169458...
(Signature of Chair, President, or Vice-President)

Benjamin Veldman Assistant Controller
Name and Title

Date: 6/16/2025 | 8:44 AM PDT

By: Signed by: Austin Koehn 1EDDE1EE5002F8E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Austin Koehn Assistant Controller
Name and Title

Date: 6/16/2025 | 6:42 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND AMERGIS HEALTHCARE STAFFING, INC. DBA AMERGIS GOVERNMENT STAFFING

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **AMERGIS HEALTHCARE STAFFING, INC. DBA AMERGIS GOVERNMENT STAFFING** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0 of the Agreement, shall be amended and restated in its entirety to read as follows:

"1.0. GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENTS:

1.01 General Description:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Supplemental licensed healthcare staffing in Health Department Clinic Services, Public Health, and Behavioral Health clinics included but not limited to vaccine clinics, outpatient clinic coverage, or other health matters.

1.02 Termination of Prior Agreement:

County and CONTRACTOR, under its former corporate name Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc., previously entered into that certain Maxim Healthcare Staffing Services, Inc. Professional Services Agreement effective October 28, 2020 (the "Prior Agreement"). County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this

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Agreement. Therefore, as of the Effective Date of this Agreement, County and CONTRACTOR agree that Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect."

********** SIGNATURE PAGE TO FOLLOW **********

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Amergis Healthcare Staffing, Inc. dba Amergis Government Staffing

Approved:

Signed by:
By: Benjamin Veldman
27DC8B415169458...

Benjamin Veldman ~~Assistant Controller~~
Name and Title

Date: 6/16/2025 | 8:44 AM PDT

Approved:

Signed by:
By: Austin Koehn
EEDF1EC502774F3...

Austin Koehn ~~Assistant Controller~~
Name and Title

Date: 6/16/2025 | 6:42 AM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...

Title: ~~Chief Deputy County Counsel~~

Date: 6/17/2025 | 10:01 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Patricia Ruiz Patricia Ruiz
E79EF64E57454F6...

Title: Auditor Controller Analyst I

Date: 6/17/2025 | 10:13 AM PDT

Approved:

By: _____

Title: _____

Date: _____

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EXHIBIT A

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "COUNTY"
AND
Amergis Healthcare Staffing Inc. hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below specifically for the Clinic Services, Public Health, and Behavioral Health Bureaus of the COUNTY:

A.1.1 CONTRACTOR will provide supplemental licensed health care staffing ("Amergis Staff Personnel") to the COUNTY to work with COUNTY staff on matters related to Health, including but not limited to: COVID-19 pandemic response efforts; vaccine clinics; outpatient clinic coverage or other Health matters. Amergis Staff Personnel provided to COUNTY are employees of CONTRACTOR and are subject to CONTRACTOR's standard screening process. Nothing in this AGREEMENT shall create an employer and employee relationship between CONTRACTOR employees and COUNTY.

A.1.2 Use of County Materials and Equipment
The COUNTY will allow the CONTRACTOR to utilize COUNTY-owned materials and equipment as necessary to perform the services outlined in this agreement. The COUNTY shall provide access to such materials and equipment at designated locations and times, as determined by the COUNTY.

The CONTRACTOR agrees to:

A.1.2.1 Use COUNTY materials and equipment solely for the purpose of fulfilling the obligations under this contract.
A.1.2.2 Ensure proper handling, care, and operation of all COUNTY-provided equipment and materials.
A.1.2.3 Return all materials and equipment in the same condition as received, subject to normal wear and tear.
A.1.2.4 Be responsible for any loss, damage, or misuse of COUNTY-provided materials and equipment resulting from negligence or improper use.

The COUNTY retains the right to inspect, monitor, and revoke the use of any materials or equipment at its discretion.

Amergis Healthcare Staffing, Inc.
Term: 5/31/2025 – 7/31/2027
NTE: $750,000

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A.1.3 CONTRACTOR will assign COUNTY with Amergis Staff Personnel who, prior to reporting for On-Boarding, already meet the following criteria ("Criteria").

A.1.3.1 Possess current state license/registration and or certification.

A.1.3.2 Possess CPR certification, to comply with State law.

A.1.3.3 Possess current skills competency to include, written exam and verified work history.

A.1.3.4 Completed CONTRACTOR standard OSHA and HIPAA training.

A.1.3.5 CONTRACTOR will complete pre-employment screening as required, to include criminal background check(s), TB skin test or chest X-ray as required by law; and a minimum of two (2) work related reference checks; and anything additional, as required by AGREEMENT.

A.1.3.6 CONTRACTOR, prior to each assigned Amergis Staff Personnel reporting for On-Boarding, will provide written evidence that each assigned Amergis Staff Personnel meets the Criteria listed above.

A.1.4 COUNTY will be responsible for providing the following additional tests and trainings ("County Tests and Trainings").

A.1.4.1 A Live Scan fingerprint background check. Amergis Staff Personnel will complete the Live Scan immediately and no later than the first two consecutive weeks of their start date.

A.1.4.2 A QuantiFERON (QFT)TB test, Amergis Staff Personnel will receive the test on the first day they report for On-Boarding.

A.1.4.3 For Amergis Staff Personnel assigned to the outpatient clinics, CONTRACTOR shall work with COUNTY assigned Credentialing Staff to ensure that all required Credentialing applications are completed and supporting documentation is provided prior to start date in clinic.

A.1.5 The continued assignment of Amergis Staff Personnel, will depend on whether the Amergis Staff Personnel pass the COUNTY Tests and Training. COUNTY shall compensate CONTRACTOR for hours Amergis Staff Personnel attend COUNTY On-Boarding, and COUNTY Tests and Training and shall compensate Amergis Staff Personnel for any hours actually worked for the COUNTY up until dismissal.

A.1.6 **Employment and Taxes**. CONTRACTOR will follow its standard employment policies and procedures to verify that all Amergis Staff Personnel meet applicable licensing requirements. CONTRACTOR will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

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A.1.7 Non-performance. If COUNTY concludes, in its sole discretion, that any Amergis Staff Personnel provided by CONTRACTOR have engaged in misconduct, or have been negligent, COUNTY may require the Amergis Staff Personnel to leave the premises and will notify CONTRACTOR immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY'S obligation to compensate CONTRACTOR for such Amergis Staff Personnel's services will be limited to the number of hours actually worked. CONTRACTOR will not reassign the individual to COUNTY without prior approval of the COUNTY.

A.1.8 Right to Dismiss. COUNTY may request the dismissal of any Amergis Staff Personnel for any reason. COUNTY agrees to notify CONTRACTOR of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY shall be obligated to compensate CONTRACTOR for all Amergis Staff Personnel for hours actually worked prior to dismissal.

A.1.9 Incident Reports. COUNTY shall report to CONTRACTOR any unexpected incident known to involve any Amergis Staff Personnel.

A.1.10 Workers' Compensation. CONTRACTOR shall cover Amergis Staff Personnel under CONTRACTOR'S own Workers' Compensation Policy throughout the term of this AGREEMENT.

A.1.11 PERS Notification. CONTRACTOR shall identify in writing to COUNTY, any individual with prior PERS (Public Employees' Retirement System) affiliation who is sent to report for COUNTY service under the Agreement, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to COUNTY.

A.1.11.1 CONTRACTOR shall identify in writing to COUNTY, any PERS annuitant who is sent to report for COUNTY for service under the AGREEMENT, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to COUNTY.
The term "**identify**" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security number.
The term "**PERS affiliation**" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS (California Public Employees' Retirement System).

A.1.11.2 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the COUNTY of such individual.

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The term "**PERS annuitant**" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

A.1.12 Supplemental Employee Assignment, Tracking Hours. CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR'S employee for all assignments with The County of Monterey (this will include all County of Monterey Departments or Agencies, including Natividad Medical Center).

A.1.12.1 CONTRACTOR shall notify the Monterey County Health Department's Human Resources Manager via email (email address to be provided once AGREEMENT is executed) when an individual employee's hours working for The County of Monterey are approaching 650 hours in a fiscal year (July 1st through June 30th).

A.1.13 An employee of the CONTRACTOR shall not be assigned to work at The County of Monterey, for more than 720 hours in a fiscal year (July 1st through June 30th).

A.1.14 The County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year (July 1st through June 30th).

A.1.15 Placement Fee. CONTRACTOR agrees after thirteen (13) weeks, or 520 hours, of service by one of CONTRACTOR's employees, the COUNTY may hire the CONTRACTOR's employee at no cost to the COUNTY.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

B.1.1 COUNTY shall pay an amount not to exceed **$750,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service Title	Local Rate per hour	Travel Rate per hour
Registered Nurse, less than 1-year experience	$72	$75
Registered Nurse (RN)	$75	$78
Supervising Registered Nurse	$75	$78
Public Health Nurse (PHN), RN	$85	$88
LVN	$55	$58
Clinical Laboratory Scientist	$85	$85
Physical Therapist	$87	$90
Occupational Therapist	$85	$85
Licensed Clinical Social Worker (LCSW) or Licensed Marriage & Family Therapist (LMFT)	$78	$80
Associate Clinical Social Worker (ASW)	$75	$77

B.1.1.1 The term, "**Local Rate per hour**" is defined for purposes of this Section to mean the hourly rate of pay Amergis Staff Personnel will receive that reside within fifty (50) miles of the County worksite.

B.1.1.2 The term, "**Travel Rate per hour**" is defined for purposes of this Section to mean the hourly rate of pay Amergis Staff Personnel will receive when Amergis Staff Personnel resides over fifty (50) miles from the County worksite.

B.1.1.3 Hourly rates, both "Local Rate per hour and Travel Rate per hour," will begin when Amergis Staff Personnel arrive and start shift at the assigned COUNTY location. There will be no commute or travel reimbursement allowed during this AGREEMENT.

B.1.1.4 **Weekend,** Rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7 a.m. on Monday.

B.1.1.5 **Orientation,** Rates listed above will include all time spent in required COUNTY orientation and trainings.

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B.1.1.6 **Overtime,** Rates are charged for all hours worked in excess of forty (40) hours per week or according to State law. Overtime must be pre-approved in writing by COUNTY Manager assigned to project. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

B.1.1.7 **Holidays,** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday.

B.1.1.8 The Health Director or Human Resources Manager and CONTRACTOR may add Classifications and payrates, as needed, by a written amendment signed by the parties.

Amergis Healthcare Services Holiday Schedule:

New Year's Eve (from 3 p.m.)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 p.m.)
Easter	Presidents Day
Martin Luther King Day	Juneteenth

B.1.2 CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

B.2.1 NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices **shall** be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: lugoma@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration
1270 Natividad Road
Salinas, CA 93906

B.2.2 COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

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B.2.3 No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

B.2.4 COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B.2.5 DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective May 31, 2025 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Amergis Healthcare Staffing, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Amergis Healthcare Staffing, Inc.
Attn: Troy Kato

Phone: 831.588.2228 / 510.982.3830
Fax:
Email: trkato@amergis.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Benjamin Veldman 27DC8B415169458...	By: _____
Print Name Benjamin Veldman	Print Name: _____
Print Title Assistant Controller	Print Title: _____
Date: 6/16/2025 | 8:44 AM PDT	Date: _____

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is entered into by and between the ACTION Council of Monterey County, Inc. (ACMC), a non-profit corporation, and the County of Monterey Health Department (Contractor) for the period upon execution to June 30, 2026.

ACTION Contact	**Contractor**
Andrea Manzo, Executive Director ACTION Council of Monterey County 295 Main Street, Suite 500 Salinas, CA 93901 andreabhc@actioncouncil.org Phone: (831) 783-1244 Fax: (831) 783-1276	**County of Monterey, for services at County of Monterey Health Department** Planning, Evaluation, and Policy Unit Monterey County Health Department 1270 Natividad Rd, Salinas, CA 93906 larav@co.monterey.ca.us Phone: (831) 755-4390 Cell: (831) 320-0458

I. BACKGROUND

The County of Monterey Health Department ("CONTRACTOR", "MCHD") exists to enhance, protect and improve the health of the people in Monterey County. To accomplish this, MCHD provides services in the areas of public health, environmental health, behavioral health and clinic services.

II. PURPOSE: To engage in the rewrite of the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast process.

III. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement will be upon execution **to June 30, 2026.**

IV. SCOPE OF WORK

A. BACKGROUND

For more than two years, the Regions Rise Together Collaborative has brought together representatives of over 25 multi-sector organizations of the Central Coast of California, to create an equitable economic development plan, the RRT Salinas Investment Blueprint. The Blueprint development process was further informed by in-depth conversations with community residents to ensure that community voices were more prominently represented in this plan. However, the RRT Blueprint is undergoing a rewrite to ensure more community voices and priorities are included.

B. GOALS AND OBJECTIVES:

a. Goals of the overall Regions Rise Together work

1. To strengthen a multi-sector, community-based collaborative to lead the equitable and inclusive economic development of the Salinas Valley region.

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2. To center community engagement and resident leadership and power-building values and practices in economic development strategy definition and prioritization at all times.
3. To update the Regions Rise Together (RRT) Salinas Investment Plan Blueprint and its corresponding action/implementation plans and methodologies as living, flexible, data supported roadmaps for guiding transformative, inclusive, and community-led economic development, able to timely respond to fast changing and emerging community conditions and realities.

b. Objectives
   i. To work closely with strategy-based cohorts of partners who are reviewing the original RRT Investment Blueprint to ensure that residents participate and provide leadership in identifying the set of community-defined initiatives that the RRT Collaborative will launch during or upon the completion of the planning process.
   ii. To secure the technical assistance necessary to define the data needs of the residents, select equity data indicators and metrics to monitor throughout strategy implementation, and work with collaborative members to select or develop data collection and tracking tools accessible to the community.
   iii. To identify, work in partnership, synchronize work, and share learnings with other existing efforts in the region to expand the impact of the collaborative and leverage expertise, resources, and strategic connections.

C. REPORTING

a. Reporting will be shared by the organization at the RRT Collaborative meetings and meetings with the project manager Monterey Bay Economic Partnership (MBEP) as needed. No written report required.

V. DESIGNATED CONTRACT MONITOR:

Andrea Manzo
295 Main Street, Suite #500
Salinas, CA 93901

Compensation:

The total amount paid by ACMC to Contractor during the term of this Agreement shall not exceed the sum of **$33,600**.

Billing and payment will be as follows:

- Contractor shall provide ACMC with an invoice for the disbursement of funds in advance;
- Contractor shall include in the invoice description the purpose of the funds;
- Contractor shall email the invoice to finance@actioncouncil.org; and

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- ACMC shall pay the Contractor invoice within 10 business days of receipt of invoice.

  Please list the following on all invoices:

  TO: Action Council of Monterey County, Inc.
  295 Main Street, Suite 500
  Salinas, CA 93901

  Attention: Andrea Manzo

  FOR: Regions Rise Together Collaborative Blueprint Refresh

Performance Standards

Contractor warrants that Contractor, and Contractor's agents, employees, and subcontractors performing services pursuant to this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement. Contractor may not subcontract work to be performed under this Agreement without prior approval of ACMC.

Contractor will perform all work in a safe and skillful manner, and in compliance with all applicable laws and regulations.

Contractor will comply with all reporting requirements specified in the grant award related to its subcontracting role for this project.

Contractor warrants that Contractor is, and will act as, an Independent Contractor in the performance of duties pursuant to this Agreement, and that Contractor is not deemed an officer, employee, or agent of ACMC.

Contractor will notify ACMC's Executive Director immediately in the event of any change in Contractor's legal or tax status.

Indemnification

Contractor shall indemnify, defend, and hold harmless ACMC and their officers, agents, and employees from and against the following:

a. any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) on account of Contractor's non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for Contractor, or Contractor's subcontractors, in connection with performance of the Agreement, and

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b. any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful, or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in the performance of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within California.

Intellectual property

Each party will retain exclusive interest in and ownership of its intellectual property developed under this agreement. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.

Dispute Resolution

In the event of a dispute arising under this Agreement which cannot be resolved between the parties without outside professional assistance, ACMC and Contractor agree to attempt to resolve the dispute first through mediation, and second through binding arbitration, pursuant to the rules of the American Arbitration Association. In the event of any such dispute, the parties will bear their own costs of representation and will divide the costs associated with mediation or arbitration.

Termination

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

This Agreement shall supersede any prior oral or written understanding or communication between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or modified by mutual agreement of the parties.

Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

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Elsa Mendoza Jimenez, Director of Health Services, County of Monterey

Date

Approved as to Form

DocuSigned by:

By: Stacy Saetta
C0ECE1B99F444A9...

6/3/2025 | 5:39 PM PDT
Date

Name: Stacy Saetta

Title: Chief Deputy County Counsel
County of Monterey

Approved as to Fiscal Provisions

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F6...

6/4/2025 | 7:34 AM PDT
Date

Name: Patricia Ruiz

Title: Auditor Controller Analyst I
County of Monterey



5/21/25

Andrea Manzo, Executive Director, ACMC

Date

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Central Coast Overdose Prevention,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Substance Use Response Team (SURT) and Drop-In Services to individuals in the County of Monterey.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,365,240.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 07/01/2025 to 06/30/2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

Exhibit B: Assurance of compliance with Monterey County's Cultural Competency Policy
Exhibit C: Audits and Audit Appeals; Exhibit D: Behavioral Health Invoice Form; Exhibit E: Budget and Expenditure Report; Exhibit F: Business Associate Agreement.

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Elsa M. Jimenez, Director of Health Services	Reb Close, M.D., President
Name and Title	Name and Title
Department of Health, 1270 Natividad Rd. Salinas, CA 93906	P.O. Box 2101 Monterye, CA 93942
Address	Address
(831) 755-4500	(831) 359-3273
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Kevin Serrano
County Counsel

Date: 6/3/2025 | 9:03 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 6/3/2025 | 9:26 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Central Coast Overdose Prevention
Contractor/Business Name *

By: DocuSigned by: Reb Close
(Signature of Chair, President, or Vice-President)

Reb Close, President
Name and Title

Date: 5/20/2025 | 5:45 AM MDT

By: Signed by: Kathy Davi
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kathy Davi, CFO
Name and Title

Date: 5/19/2025 | 1:32 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: SCOPE OF WORK/PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

Central Coast Overdose Prevention (CCODP)
P.O. Box 2101
Monterey CA 93942
831-359-3273

II. SERVICE LOCATIONS:

CCODP willutilize:

- A qualified licensed practitioner (Ex: Physician and/or Physician Assistant) on site at each designated location on the scheduled day of the week.

CCODP will provide remote audio-video consultations (or audio-only telehealth), as needed, for all sites/locations throughout the whole week staffed by Physician and/or Physician Assistant. CCODP will keep updated on, follow and be compliant with all DEA final rulings for prescribing buprenorphine via telehealth to treat Opioid Use Disorder. Emphasis shall continue to be placed on South County cities including Soledad, Greenfield and King City for the FY 25-26 and FY 26-27.
Soledad- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

Greenfield- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

King City- Walk up services for 1 hour including mobile outreach and follow up to patients' families after PD/EMS call for overdose/substance use issue.

South County cities, Greenfield, Soledad, and King City will be serviced by a Physician on one day until there is an increase in number of individuals accessing services in South County or unless CCODP and County agree to providing more service days in South County for the term of the contract.

On a separate day of the week from the on-site Physician provided services, CCODP Medi-Cal Certified Peer Support Specialists/Community Health Worker (CHW) will provide additional outreach (such as health education, health navigation, screenings & assessments to connect to appropriate services, and support/advocacy to help prevent onset or exacerbation of health conditions) to the South County cities of Greenfield, Soledad, and King City for continued engagement with the South County region and based on current needs & trends.

Salinas- Walk up services are provided one day per week in the Salinas area where unhoused encampments are located.

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Peninsula- Walk up services are provided one day per week at an established area by lake El Estero.

III. PROGRAM: Substance Use Response Team (SURT) Program

The SURT Program consists of mobile outreach throughout Monterey County to provide street medicine staffed by a multidisciplinary team of healthcare professionals, including a Qualified licensed practitioner (Ex. Physician and/or Physician Assistant) and Medi-CAL certified peer support specialists/Community Health Workers while supporting transitions of care with partnerships such as harm reduction partners and local behavioral health resources. This program operates with a patient-centered approach, meeting individuals where they are, whether on the streets, in shelters, or other temporary accommodations.

IV. PROGRAM SCOPE OF SERVICES

For FY 25-26 and FY 26-27, CONTRACTOR Shall:

● Continue to providea comprehensive mobile treatment and outreach model, including drop-in services. The Mobile Substance Use Disorder Response Team (**SURT**) will assess, provide referral to services, and follow-up care.

● SURT will become a Medi-CAL ECM (Enhanced Care Management) Provider which will coordinate health and health-related care & services to members no later than 12/31/2025.

● Continue establishing partnerships with local healthcare providers, mental health agencies,and community organizations to enhance service delivery and referral pathways.

● Implement protocols for outreach, assessment, and care coordination.

Under Service Delivery for FY 25-26 and FY 26-27, CONTRACTOR Shall:

● Conduct regular outreach/treatment sessions at identified locations (Greenfield, King City, Soledad), at least one day per week, providing mobile services, harm reduction supplies, medical care, and peer support. The frequency of regular outreach for the South County locations are subject to change and increase in number of days served as determined by County, CCODP, and number of individuals accessing services. Peer Support Specialists/Community Health Workers will conduct an outreach session (providing supplies, care coordination, linkage to medical, mental health, social supports) an additional day per week in Greenfield, Soledad, and King City.

● Offer mobile crisis response services to individuals experiencing substance related crises, including overdose, withdrawal, and mental health emergencies.

● Provide Medi-CAL members ECM services, a comprehensive care management benefit that coordinates any health & health-related care, including physical, mental, & dental care, and social services.

● Provide follow-up care to ensure continuity of care and support for individuals accessing services.

● Provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.

● Provide Medication Assisted Treatment through a Qualified licensed practitioner (Ex. Physician and/or Physician Assistant).

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● Provide Peer Support: outreach and referrals to social and behavioral health services through Community Health Workers.
● Serve an estimated 75 individuals in FY 2025-26 in the South Monterey County region.
● Serve an estimated 100 individuals in FY 2026-2027 in the South Monterey County region.
● Provide wound/personal care to at approximately 250 for the FY 25-26 and 275 for the FY 26-27.
● By June 30, 2026, CCODP will conduct 2 patient assessment satisfaction surveys (bi-annually) for the fiscal year to track and evaluate participant satisfaction.

● By June 30, 2027, CCODP will conduct 2 patient assessment satisfaction surveys (bi-annually) for the fiscal year to track and evaluate participant satisfaction. Satisfaction survey will include questions about ECM experience.

Under <u>Staffing and Training</u>, CONTRACTOR Shall:
● Recruit and train a multidisciplinary team of medical providers, peer support specialists, and a program manager.
● Provide ongoing training and opportunities to enhance the capacity of staff in delivering culturally competent and trauma-informed care.
● Eligible staff will complete Community Health Worker certification to be able to provide services no later than 12/31/25.
● Eligible staff will become Medi-CAL certified Peer Support Specialist through completion of CalMHSA training program to be able to provide Medi-CAL PSS services no later than 12/31/25. PSS will maintain active certification and complete all requirements for renewal.

V. PROGRAM GOALS

FY 25-26

1. To reduce overdose-related fatalities and emergency room visits (SVMH, CHOMP, Mee Memorial, and Natividad) by 5% in the second year, providing proactive outreach and follow-up care.
2. To coordinate integrated services, including referrals to medical care & mental health support and/or substance use services, collaboration with harm reduction agencies, provide peer counseling support to at least 50% of participating patients to address the multifaceted needs of the target population.
3. Continue to strengthen collaboration and coordination among local agencies, healthcare providers, law enforcement, and community organizations in the South Monterey County region to enhance the continuum of care for individuals with substance use needs.
4. Track and evaluate client satisfaction of services through short survey given by the Peer Support Specialists, to be offered twice per year (December 2025 & May 2026), at each South Monterey County served city site.

FY 26-27

1. To reduce overdose-related fatalities and emergency room visits (SVMH, CHOMP, Mee Memorial, Natividad) by 7% in the third year, providing proactive outreach and follow-up care.
2. Utilize ECM to coordinate integrated services, including referrals to medical care & mental health support and/or substance use services, collaboration with harm reduction

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agencies, provide peer counseling support to at least 85% of participating patients to address the multifaceted needs of the target population.

3. Demonstrate strong collaboration and coordination among local agencies, healthcare providers, law enforcement, and community organizations in the South Monterey County region by inviting collaborators to participate in SURT meetings at least every quarter to find ways to increase CCODP service delivery and review local trends.
4. Track and evaluate client satisfaction of services through short survey given by the Peer Support Specialists, to be offered twice per year (December 2026 & May 2027), at each South Monterey County served city site.

VI. POPULATION OF FOCUS

Individuals in Monterey County experiencing substance use disorder, homelessness, have co-occurring substance use disorder and mental health issues, require an intentional approach that recognizes their unique challenges and vulnerabilities.

Emphasis shall be placed on South County cities including: Soledad, Greenfield and King City.

VII. REPORTING REQUIREMENTS/EVALUATION

CONTRACTOR shall develop metrics and indicators to monitor program effectiveness, including the number of individuals served, outcomes achieved, and client satisfaction for each fiscal year. CONTRACTOR will provide County with metrics and indicators and report on number of individuals served on a minimum of quarterly.

CONTRACTOR shall collect and analyze data on key performance measures to evaluate the impact of the program and identify areas for improvement.

Deliverables for each fiscal year include but are not limited to:

- Number of individuals served
- Specifically, number of individuals served in the South County region
- How many people were provided with wound/personal care (was the FY goal met?)
- Results of each bi-annual patient satisfaction surveys (including: number of individuals surveyed, survey time period, questions and responses)
- Number of individuals prescribed medication
- Percent of overdose related fatalities and ER visits (was the FY goal met?)
- Number of patients received ECM/coordinated integrated services (was the FY goal met?) (Including: number of individuals who received medical care, number of individuals who received mental health connections, number of individuals who were provided harm reduction interventions, number of individuals who received a service from a certified Peer Support Specialist.
- Names of local agencies, healthcare providers, law enforcement, and community organizations in the South County region CCODP has made connections with and in what capacity? Number of meetings CCODP has had with these agencies to strengthen the continuum of care for individuals in South County.

VIII. CONTRACT MONITOR

Rachel Amerault,

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Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-4545

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE

FY 2025-2026	Monthly Payment Amount
July 1, 2025- June 30, 2026	$ 56,885.00
TOTAL MAXIMUM ANNUAL LIABILITY	**$ 682,620.00**

FY 2026-27	Monthly Payment Amount
July 1, 2026- June 30, 2027	$ 56,885.00
TOTAL MAXIMUM ANNUAL LIABILITY	**$ 682,620.00**

III. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short- Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.
CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above.

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B. To receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on the Invoice Form provided as Exhibit D, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the quarter of service. See Section II, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

   CONTRACTOR shall submit via email a monthly claim using Exhibit D, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to

   MCHDBHFinance@countyofmonterey.gov

C. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

D. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that quarter of service and disallow the claim.

E. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor- Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

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F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,365,240.00** for services rendered under this Agreement.

B. Maximum Annual Liability

FISCAL YEAR LIABILITY	AMOUNT
FY 2025-26	$ 682,620.00
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 682,620.00**
FISCAL YEAR LIABILITY	
FY 2026-27	$ 682,620.00
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 682,620.00**
TOTAL MAXIMUM LIABILITY FY 2025-2027	**$ 1,365,240.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of

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all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over quarterly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Revenue & Expenditure Summary provided in Exhibit E-1. Only the costs listed in Exhibit E-1 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit E-1, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said miles, regulations and procedures and submit all claims in accordance therewith.

VI. LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

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C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee.

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EXHIBIT B:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

DocuSigned by:
Reb Close
8F33B66901A9416...
Signature of Authorized Representative

5/20/2025 | 5:45 AM MDT
Date

Central Coast Overdose Prevention
Contractor (Organization Name)

Reb Close, M.D.
Name of Authorized Representative

President
Title of Authorized Representative

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EXHIBIT C: AUDITS AND AUDIT APPEALS

I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

    a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

    b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment

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options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT D: BEHAVIORAL HEALTH INVOICE FORM

Monterey County Behavioral Health - Invoice Form

		Invoice Number :	
Contractor :	Central Coast Overdose Prevention		
Address Line 1	P.O. Box 2101, Monterey, CA, 93942	**County PO No.:**	
Address Line 2	Monterey, CA 93942		
		Invoice Period :	
Tel. No.:	(831) 359-3273		
Fax No.:			
Contract Term:	July 1, 2025 -June 30, 2027	**Final Invoice :**	(Check if Yes)
BH Bureau :	SURT/Drop-In Services		BH Control Number

Service Description	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
SURT/Drop-In Services (monthly payment of: $56,885.00)					100%
TOTALS	$682,620.0			$682620.00	

I certify that the information provided above is to the best of my knowledge, complete and accurate; the amount requested is in accordance with the contract approved for services provided under the provision of that contract. Full justification and back up records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:
MCHDBHFinance@countyofmonterey.gov

Behavioral Health Authorization for Payment

Authorized Signatory

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EXHIBIT E: BUDGET AND EXPENDITURE REPORT

Central Coast Overdose Prevention
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25	Request FY 2025-26
A.	**PROGRAM REVENUES**				
	Requested Monterey County Funds			627,609	
	Other Program Revenues				
	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	-	-	**627,609**	
B.	**ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.**				
	1 Program Expenditures				
2	Salaries and wages			191,600	$248,000.00
3	Payroll taxes			28,660	28,660
4	Employee benefits			12,000	$20,000.00
5	Workers Compensation			15,000	15,000
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7	Temporary Staffing			95,000	95,000
8	Flexible Client Spending (please provide supporting documents)			9,500	12,000
9	Client Transportation Costs and staff mileage			15,000	15,000
10	Employee Travel and Conference			$5,000.00	$5,000.00
11	Staff Training			3,000	3,000
12	Communication Costs			14,900	10,000
13	Utilities			--	
14	Cleaning and Janitorial			1,200	1,200
15	Insurance and Indemnity			29,009	$55,000.00
16	Maintenance and Repairs - Buildings			--	
17	Maintenance and Repairs - Equipment			2,000	2,000
18	Printing and Publications			6,500	6,500
19	Memberships, Subscriptions and Dues			10,000	5,000
20	Office Supplies			5,500	5,500
21	Postage and Mailing			--	
22	Legal Services (when required for the administration of the County Programs)			6,000	6,000
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			15,000	15,000
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25	Rent and Leases - building and improvements			--	
26	Rent and Leases - equipment			46,000	12,000
27	Taxes and assessments			--	
28	Interest in Bonds			--	
29	Interest in Other Long-term debts			--	
30	Other interest and finance charges			--	
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			--	
32	Miscellaneous (please provide details)			5,000	5,000
33	**Total Program Expenditures**	$-	$-	**$515,869.00**	
34	**Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.**				
35	Salaries and wages (please include personnel and contract administration)			88,000	88,000
36	Payroll taxes			9,800	
37	Employee benefits			9,680	$15,000.00
38	Workers Compensation			1,760	1,760
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			--	
40	Transportation, Travel, Training and Conferences			--	
41	Data Processing (Computers & Technology)			--	
42	Utilities (Telephone & Communications)			--	
43	Cleaning and Janitorial			--	
44	Insurance and Indemnity			--	
45	Maintenance and Repairs - Buildings			--	
46	Maintenance and Repairs - Equipment			--	
47	Memberships, Subscriptions and Dues			--	
48	Office Supplies			1,500	1,500
49	Postage and Mailing			--	
50	Legal Services (when required for the administration of the County Programs)			--	
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			1,000	$11,500.00
52	Rent and Leases - building and improvements			--	
53	Rent and Leases - equipment			--	
54	Taxes and assessments			--	
55	Interest in Bonds			--	
56	Interest in Other Long-term debts			--	
57	Other interest and finance charges			--	
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			--	
59	Miscellaneous (please provide details)				
60	**Total Administrative Expenditures**	-	-	111,740	
61	**Depreciation Expense**				
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**				
63	**Total Allowable Program Expenditures**	-	-	$627,609	$682,620.00
					Difference
					$55,011.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 1, 2025** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Central Coast Overdose Prevention ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45

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C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify

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the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and

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expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply

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with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

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(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall

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notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:
Central Coast Overdose Prevention
Attn: Rita Hewit, MPH, CPhT
P.O. Box 2101
Monterey, CA 93942
Phone: (831) 359-3273
Email: rhewitt@ccodp.org

If to Covered Entity, to:
County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797

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Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to

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obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patients served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior

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written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Reb Close 8F33B66901A9416...	By:
Print Name Reb Close, M.D.	Print Name: Elsa M. Jimenez
Print Title President	Print Title: Director of Health Services
Date: 5/30/2025 | 4:40 PM MDT	Date:

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DRAGONFLY FORWARD, LLC

This Amendment No. 1 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Dragonfly Forward, LLC** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $1,240,800 for the term of February 6, 2024, to August 30, 2025, to provide research, analysis and program planning services;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Re-characterize and title the scope of services in the original agreement as "Program 1: MHSSA Grant Program".
2. Create a new "Program 2: Rainbow Connections Innovation Program Supports" with a budget of $199,500 in FY 2024-25 and $130,500 in FY 2025-26.
3. Extend the term of this agreement ending August 30, 2025 to June 30, 2026.
4. Revise the total maximum Agreement amount to $1,570,800 for the term of February 6, 2024 through June 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-1.

3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on February 6, 2024.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: C7A30BA59CA8423...
Department Head

Date: 9/6/2024 | 10:00 AM PDT

Approved as to Form [1]
By: DocuSigned by: Shane Eben Strong 6624564F3806486...
County Counsel

Date: 7/30/2024 | 8:25 PM PDT

Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz 4E70E64E6774548...
Auditor-Controller

Date: 8/1/2024 | 7:40 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Dragonfly Forward, LLC
Contractor's Business Name*

By: DocuSigned by: Susan Barrett 89CEFD74A26A4AD...
(Signature of Chair, President, or Vice-President)*

Susan Barrett Founder
Name and Title

Date: 7/26/2024 | 6:22 PM PDT

By: DocuSigned by: B80EE91CD2E840E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kimberly Yanek Founder
Name and Title

Date: 7/29/2024 | 8:43 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. f CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Dragonfly Forward, LLC
Hereinafter referred to as "CONTRACTOR"

Program 1: MHSSA Grant Program

I. PROGRAM NARRATIVE AND GOALS

The Mental Health Services Oversight and Accountability Commission awarded the County of Monterey Health Department, Behavioral Health Bureau a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF), to increase staff emotional capacity and understanding of mental health in students, and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing.

CONTRACTOR shall provide comprehensive training, planning, and technical assistance to support the evaluation and implementation of the Interconnected Systems Framework (ISF) within school districts participating in the MHSSA grant. CONTRACTOR shall provide access to and guidance in utilizing training and assessment tools they have developed to districts to support initial assessment, implementation, and model fidelity to ensure goals of the grant are being met.

II. SCOPE OF SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. In Year One, CONTRACTOR shall focus on work related to exploration and installation.
    a. During the exploration phase, support will be given to assess the strengths, needs, and hopes of the county, districts, communities, and schools. A comprehensive assessment will include readiness and organization of the county and community at large and local districts/schools.
    b. The installation stage will focus on examining the fidelity, efficiency, and effectiveness of the current system. Staffing, training, evaluation systems, and coaching systems will be examined as well as stakeholder-identified strengths and areas for improvement.
    c. Work shall not exceed 120 days (960 hours) total in Year One.

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Year One Est. March 1, 2024 – August 30, 2024		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – Data Synthetization and Implementation Plan Recommendations	- In person visits across county, virtual meetings with MCOE Project Coordinator, MHSSA Grant Evaluator, and MCBH Services Manager. - Review strategic plans, review data, review organizational structures, funding mechanisms, and meet with clinical supervisors in education program.	12 days
County Level Leadership Team Training	- Meet with County Leadership team. - Overview of district landscapes, conduct readiness activities, and conduct community builders.	2 days
Capacity Building Calls with County Leads		3 days
Centralized County/District/Community Level Work		
Interconnected Systems Framework (ISF) Summer Retreat		6 days total: - 2 days on site - 4 days planning
ISF Summer Retreat for Clinicians	- Community building. - Clarify roles and functions. - Teaming structures. - Identify strengths, gaps, and overlaps.	6 days total: - 2 days on site - 4 days planning
Clinician and Grant Subcommittee Community of Practice	- Survey group to identify topics of interest. - Develop pop up webinar.	2 days total: - One two (2) hour call per month for six months
Administrator Community of Practice	- Foster relationships and level setting. - Examine TFI and DSFI scores, review community data to inform programming.	4 days total: - 2 days in person - 2 days planning

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Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Resource mapping. - Introduction calls. - Review existing MOU.	4 days total: - 2 days - 2 days planning
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	4 days total: - 2 days (hybrid) - 2 days planning
District/School Site Level Work		
Introductory Sessions	- Introductions to key staff.	5 days
Learning Walks	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 1 supports.	22 days (1/school site)
Monthly District and School Meetings		37 days total: - 4 hours per month per district
Listening Tours and Empathy Interviews	- Held with youth, family, staff, and community. - Train youth and community members to facilitate as well. - Analyze data collected. - Write reports.	5 days
Data Informed Professional Learning	- Facilitated professional development (PD) and planning to enhance Tier 1 supports with elementary school team. - Facilitated PD and planning to enhance Tier 1 supports with high school team. - Facilitated PD and planning for SWIFT at SWIS for core teams. - Facilitated PD and planning for both Tier 2 readiness and Tier 2 enhancements.	8 days total: - 2 days elementary team - 2 days high school team - 1 day SWIFT at SWIS - 1 day for Tier 2 readiness - 2 days for Tier 2 enhancements
Total Maximum Time		120 days

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2. In Year Two, CONTRACTOR shall focus on work related to installation and initial implementation.
    a. The transformation work will begin the implementation of changes at the district and school level, supported by CONTRACTOR in providing technical assistance and in-person training and coaching. Much of the work will be focused on continued sustainability of Tier 1 and Positive Classroom Support Systems and Advanced Tiers, prioritizing alignment of Tier 2 data, systems, and practices which forms the foundation of Tier 3 as well.
    b. Work shall not exceed 162 days (1,296 hours) total in Year Two.

Year Two **September 1, 2024 – August 30, 2025**		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – for Training, Coaching, and Evaluation	- Time allocated for preparation and planning for training, coaching, and evaluation activities.	10 days
County Level Leadership Team Training	- Meet with County Leadership team.	8 days
Capacity Building Calls with County Leaders/Core Leadership		3 days total (24 hours): - Two (2) one-hour calls per month for twelve (12) months
Centralized County/District/Community Level Work		
ISF Summer Retreat for County/District Staff	- Advanced tier focus – build on retreat held in Year 1.	7 days total: - 2 days retreat - 5 days planning
ISF Summer Retreat for Clinicians	- Advanced tier focus – build on retreat held in Year 1.	7 days total: - 2 days retreat - 5 days planning
Clinician and Grant Subcommittee Community of Practice	- Build on work done in Year One. - Develop pop up webinar.	6 days total (48 hours): - Monthly four-hour meetings for twelve (12) months
Administrator Community of Practice	- Continue work from Year One. - Examine TFI and DSFI scores, review community data to inform programming.	2 days total (16 hours): - Quarterly four-hour meetings for twelve (12) months
Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Build on relationships developed in Year One.	10 days
Positive Classroom Support Systems Webinar	- Conduct webinars every other month from	4 days total (32 hours): - Bimonthly 8-hour training

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	September 2024 – May 2025.	
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	5 days
District/School Site Level Work		
Learning Walks – Fidelity Baseline Measurement Opportunities	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 2 supports.	34 days total: - 1 day/school site for 22 school sites - 12 days planning
Monthly District and School Meetings		42 days total (336 hours): - Four (4) hours/month per district for twelve (12) months - 12 days planning
Positive Classroom Supports System		8 days total: - 4 days implementation - 4 days planning
Data Informed Professional Learning	- Team facilitated PD and planning for Tier 2 readiness cohort. - Team facilitated PD and planning for Tier 2 enhancements cohort. - Collective learning and highlights opportunity.	16 days total: - 1 day in Fall 2024 for Tier 2 Readiness - 2 days in Winter/Spring 2024/25 for Tier 2 Enhancement - 1 day in Spring 2025 Collective Learning/Highlights - 12 days planning
Total Maximum Time		162 days

3. CONTRACTOR shall meet regularly with the designated Behavioral Health Services Manager for on-going monitoring and evaluation, and regular reflective oversight and management to ensure goals and expected outcomes of the program are being met.

4. CONTRACTOR shall meet with the MHSSA grant collaborative team, comprised of County and grant partners, as requested by County.

5. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set

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forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

Program 2: Rainbow Connections MHSA Innovation Program Supports

I. PROGRAM NARRATIVE AND GOALS: CONTRACTOR will perform program planning, consultation and marketing services to support the fulfillment of the Monterey County Behavioral Health Mental Health Services Act (MHSA) Innovation Project Plan, titled "Rainbow Connections".

Program goals include:

1. Develop and support of a Rainbow Connections Project alignment and integration strategy, that will ensure seamless coordination and collaboration among key partners involved in an LGBTQ Network of Affirming Care.
2. Create a replicable and scalable model for project implementation that can enable other counties to either directly adopt a like-program, or otherwise adapt a like-program for another population of focus.
3. Produce a brief Docu-Story that characterizes the associated LGBTQ-youth population needs and Rainbow Connections project capabilities.
4. Establish community of care networks for students, families, professionals, and community leaders.

II. SCOPE OF SERVICES:

a. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Project Planning and Management Services This work shall support the strategic planning, project coordination and evaluation activities to be performed either directly by CONTRACTOR or other project partners.	September 2024-June 2026
Task 1.1: Facilitation of quarterly meetings that include partner agencies (e.g. MCBH, MCOE, The Epicenter, Harmony at Home, Partners 4 Peace, Family Acceptance Project, Santa Cruz Diversity Center, leaders from three (3) district sites and four (4) school sites). The purpose of these meetings will be to assess the projects alignment strategy, meeting processes, and address any emerging challenges. The meetings will also build capacity among	September 2024-June 2026

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project partners to replicate RC activities at additional sites. ***Deliverable: Facilitation of quarterly meetings. Associated documentation shall include the meeting agenda and meeting discussion notes.***	
Task 1.2: In coordination with COUNTY, design the project alignment strategy, communication plan, working agreements for project partners, and identify and manage a cloud-based tool that functions as a repository for associated documents and supports project coordination needs. ***Deliverable: Activate the associated project management work site for the Rainbow Connections project.***	September 2024
Task 1.3: In coordination with COUNTY, design an action plan for the project that includes key milestones, deliverables and key performance indicators. ***Deliverable: Rainbow Connections Action Plan.***	September 2024
Task 1.4: In coordination with COUNTY, design a county-level professional development plan for youth ambassadors. ***Deliverable: Rainbow Connections Professional Development Plan.***	September 2024-December 2024
Task 1.5: Explicitly embed LGBTQIA+ best practices in universal and classroom training ***Deliverable: Crosswalk showing how to embed related initiatives across classroom settings.***	September 2024-December 2024
Task 1.6: Engage grant technical assistance providers in resource mapping to identify ways to align and integrate multiple approaches to anti-bullying across TA providers and ensure teacher training material and existing bully prevention curriculum reflect LGBTQIA+ youth voice. Ensure all materials provide consistent messaging on how to recognize and respond to less overt situations, responding to youth asking for help/connecting to resources and navigation new ways to show support (e.g., pronouns) ***Deliverable: Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)***	September 2024-December 2024
<u>Activity 2: Project Modeling</u> This work will document the processes by with the Rainbow Connections project was initiated, implemented and evaluated, to result in a blueprint or guide by which like-programs may be replicated and scaled by other counties or service provider networks.	September 2024-June 2026

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Task 2.1: Track and document milestones and lessons learned across the project. ***Deliverable: A Rainbow Connections "lessons learned" resource.***	September 2024-June 2026
Task 2.2: Identify and document best practices for classroom systems and supports, including those utilized by Rainbow Connections project partners. ***Deliverable: A Rainbow Connections educator toolkit.***	September 2024-June 2026
Task 2.3: Create Rainbow Connections presentation materials for dissemination to various audiences. ***Deliverable: Present on the Rainbow Connections project at two (2) national conferences***	September 2025-June 2026
Task 2.4: Develop national partnerships with districts in other regions of the country. ***Deliverable: Establish professional learning community with a Google drive to include resources, tools, and manuals. Supports the implementation guide in 2.6***	January 2025-June 2026
Task 2.5: Leverage data collected by the Rainbow Connections project evaluator to produce a comprehensive report that highlights outcomes, impact, and makes recommendations for future implementation and expansion. ***Deliverable: Rainbow Connections Evaluation Brief***	September 2024-June 2026
Task. 2.6: Develop a project implementation template for other county or service provider leadership teams that provides sufficient instruction to implement a Rainbow Connections project in another community and/or be adapted for other distinct populations. ***Deliverable: Rainbow Connections Implementation Guide***	September 2024-June 2026
<u>Activity 3: Rainbow Connections Docu-Story</u> This work will Showcase real-life experiences and successes of LGBTQ youth and their families within the Network of Affirmative Care established through the Rainbow Connections project.	September 2024- January 2025

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Task 3.1: Develop a video production plan that involves the identification and selection of compelling stories from Rainbow Connections project participants (i.e. youth, families, educators) willing to share their experiences, to be made the subject matter of high-quality video content that is impactful, relatable, and capable of inspiring others. The narrative of this content will emphasize the importance of affirming care and community support. The video production plan shall also include a draft outline for the storyline and direction of the film. ***Deliverable: Rainbow Connections Docu-Story Production Plan.***	September 2024-September 2024
Task 3.2: Perform all necessary work to produce high-quality video content, inclusive of a 15-minute Docu-Story, that demonstrates the capabilities and impact of the Rainbow Connections project activities. Such work includes, but is not limited to: Location scouting, conducting of interviews, securing necessary release of information for interviewees, filming of interviews and b-roll content, film editing, and video cataloging. CONTRACTOR shall provide COUNTY with a maximum amount of three (3) rounds of edits before the Docu-Story is finalized. Final content materials are to be utilized by COUNTY on social media platforms, in presentations, and at community events. ***Deliverable: Finalized 15-minute Rainbow Connections Docu-Story.***	September 2024-January 2025
<u>Activity 4: Develop Community of Care Networks for students, leadership and families</u> This work will establish networks of ongoing support and mentorship for youth, providers and educators.	September 2024-June 2026
Task 4.1: Host opportunities for mentorship sessions, and peer-to-peer support groups for youth, providers and educators. ***Deliverable: Four (4) in-person peer to peer support groups (2 per year)***	September 2024-June 2026
Task 4.2: Facilitate knowledge sharing and skill development through interactive training sessions and virtual learning communities. ***Deliverable: Host 4 virtual learning communities (2/year)***	September 2024-June 2026
<u>Activity 5: Ad Hoc Services and Supports</u> Given the innovative nature and evolving methods to implement the Rainbow Connections project, Dragonfly Forward may be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: additional support groups, additional	September 2024-June 2026

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docu story focused on healthcare provider/care coordination, engagement of translation services, and engaging additional subject matter experts. All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon by COUNTY and CONTRACTOR prior to execution.	

b. REPORTING REQUIREMENTS
CONTRACTOR shall provide Contract Monitor with reports as identified in the Scope of Services and Timeline table, to evidence completed work and timeliness thereof.

III. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. COUNTY shall pay an amount not to exceed **$1,570,800** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A-1 and identified in the Rate Table below:

Program 1: MHSSA Grant Program Fee Schedule

Period	**Maximum Days (Hours)**	**Rate**	**Maximum Total**
March 1, 2024 – August 30, 2025	282 days (2,256 hours)	$4,000/day ($500/hour)	$1,128,000
		Indirect Costs at 10%	$112,800
			$1,240,800

Program 2: Rainbow Connections MHSA Innovation Program Supports Fee Schedule

Deliverable	**Est. Payment Period**	**Fee**
Deliverable 1.1: Facilitation of quarterly meetings	September 2024-June 2026	$1,375/quarter [$11,000 total]
Deliverable 1.2: Activate Rainbow Connections project management work site	September 2024	$ 11,000
Deliverable 1.3: Rainbow Connections Action Plan	September 2024	$11,000

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Deliverable 1.4: Rainbow Connections Professional Development Plan	December 2024	$15,000
Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings.	December 2024	$11,000
Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	December 2024	$11,000
Activity 1: Project Planning and Management Subtotal		***$70,000***
Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	May 2026 - June 2026	$10,000
Deliverable 2.2: A Rainbow Connections educator toolkit.	June 2026	$10.000
Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	June 2026	$10,000/conference [$20,000 total]
Deliverable 2.4: Establish Professional Learning Community (Google Drive with resources, tools, and manuals)	June 2026	$10,000
Deliverable 2.5: Rainbow Connections Evaluation Brief	May 2026 - June 2026	$10,000
Deliverable 2.6: Rainbow Connections Implementation Guide	May 2026 - June 2026	$10,000
Activity 2: Project Modeling Subtotal		***$70,000***
Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	September 2024	$25,000
Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	January 2025	$35,000
Activity 3: Rainbow Connections Docu-Story Subtotal		***$60,000***
Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	June 2026	$8,750/group [$35,000 total]
Deliverable 4.2: Host 4 virtual learning communities (2 per year)	June 2026	$8,750/group [$35,000 total]
Activity 4: Community of Care Systems Development Subtotal		***$70,000***
Deliverable 5.1: Ad Hoc Services and Supports	September 2024-June 2026	$30,000
Activity 5: Ad Hoc Services and Supports Subtotal		***$30,000***
Total Indirect Costs		***$30,000***
TOTAL MAXIMUM COUNTY OBLIGATION		***$330,000***

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2. There shall be no travel reimbursement allowed during this Agreement.

3. To receive any payment under this Agreement, CONTRACTOR shall submit invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

4. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

B. CONTRACTORS BILLING PROCEDURES

1. NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. MAXIMUM OBLIGATION OF COUNTY

1. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$1,570,800** for services rendered under this Agreement for the period of **Upon Execution – June 30, 2026**.

2. Maximum Liability Amount:

PROGRAM	TERM	AMOUNT
Program 1: MHSSA Grant Program	Upon Execution – August 30, 2025	$1,240,800
Program 2: Rainbow Connections MHSA Innovation Program Supports	September 1, 2024 – June 30, 2026	$330,000
	MAXIMUM COUNTY OBLIGATION	$1,570,800

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EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Dragonfly Forward	**Invoice Number:**	
Address Line 1:	3611 Dupont Circle	**County PO No.:**	
Address Line 2:	Virginia Beach, VA 23455	**Invoice Period:**	
Tel. No.:	443-377-2407		
Contract Term:	Upon Execution to 8/30/2025	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	NTE Allotment	Number of services for this Period	Dollar Amount Requested for this Period	N/A
	Program 1 - All Inclusive Rate for Services - Rate Per Day	$4,000.00	282			
	Program 1 - All Inclusive Rate for Services - Rate Per Hour	$500.00	2,256			
	Program 2 - Deliverable 1.1: Facilitation of quarterly meetings	$1,375.00	6			
	Program 2 - Deliverable 1.2: Activate Rainbow Connections project management work site	$11,000.00	1			
	Program 2 - Deliverable 1.3: Rainbow Connections Action Plan	$11,000.00	1			
	Program 2 - Deliverable 1.4: Rainbow Connections Professional Development Plan	$15,000.00	1			
	Program 2 - Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings	$11,000.00	1			
	Program 2 - Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	$11,000.00	1			
	Program 2 - Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	$10,000.00	1			
	Program 2 - Deliverable 2.2: A Rainbow Connections educator toolkit.	$10,000.00	1			
	Program 2 - Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	$10,000.00	2			
	Program 2 - Deliverable 2.4: Establish Professional Learning Community	$10,000.00	1			
	Program 2 - Deliverable 2.5: Rainbow Connections Evaluation Brief	$10,000.00	1			
	Program 2 - Deliverable 2.6: Rainbow Connections Implementation Guide	$10,000.00	1			
	Program 2 - Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	$25,000.00	1			
	Program 2 - Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	$35,000.00	1			
	Program 2 - Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	$8,750.00	4			
	Program 2 - Deliverable 4.2: Host 4 virtual learning communities	$8,750.00	4			
	Program 2 - Deliverable 5.1: Ad Hoc Services and Supports [NTE $30,000]	TBD	N/A			
TOTALS:						

Provide Details for each Date Service:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Email to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DRAGONFLY FORWARD, LLC

This Amendment No. 2 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Dragonfly Forward, LLC** (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of $1,240,800 for the term of February 6, 2024, to August 30, 2025, to provide research, analysis and program planning services;

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to AGREEMENT NO. A-16732 to revise the Fiscal Provisions for a revised total agreement amount not to exceed $1,570,800.00 and to extend the term to February 6, 2024 through June 30, 2026.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Amend Exhibit A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS - Program 1: MHSSA Grant Program to add Year Three to SCOPE OF SERVICES.
2. Amend Exhibit C-1: Monterey County Behavioral Health – Invoice Form.
3. Extend the term of this agreement ending June 30, 2026 to August 30, 2026.
4. Revise the payment provision in Amendment No. 1 to add $259,600 to Program 1: MHSSA Grant Program.
5. Revise the total maximum Agreement amount to $1,830,400 for the term of February 6, 2024 through August 30, 2026.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0 "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR shall not exceed the sum of $1,570,800.00." and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $1,830,400."

2. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from 2/6/2024 to 6/30/2025, unless sooner terminated pursuant to the terms of this Agreement." and replacing it with "The term of this Agreement is from 2/6/2024 to 8/30/2026, unless sooner terminated pursuant to the terms of this Agreement."

3. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in

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the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

4. EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-2.

5. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT NO. A-16732 executed by the County on February 6, 2024.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form [1]
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/29/2025 | 11:38 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller

Date: 5/29/2025 | 3:50 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Dragonfly Forward, LLC
Contractor's Business Name*

By: Signed by: Susan Barrett 89CE5D744384AAD...
(Signature of Chair, President, or Vice-President)*

Susan Barrett
Name and Title

Date: 4/29/2025 | 12:05 PM PDT

By: Signed by: Kimberly Yanek B80EE91CD2E840E...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kimberly Yanek, Founder
Name and Title

Date: 4/29/2025 | 6:17 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. f CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

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EXHIBIT A-2: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as "COUNTY"
AND
Dragonfly Forward, LLC
Hereinafter referred to as "CONTRACTOR"

Program 1: MHSSA Grant Program

I. PROGRAM NARRATIVE AND GOALS

The Mental Health Services Oversight and Accountability Commission awarded the County of Monterey Health Department, Behavioral Health Bureau a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems through the implementation of the Interconnected Systems Framework (ISF), to increase staff emotional capacity and understanding of mental health in students, and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing.

CONTRACTOR shall provide comprehensive training, planning, and technical assistance to support the evaluation and implementation of the Interconnected Systems Framework (ISF) within school districts participating in the MHSSA grant. CONTRACTOR shall provide access to and guidance in utilizing training and assessment tools they have developed to districts to support initial assessment, implementation, and model fidelity to ensure goals of the grant are being met.

II. SCOPE OF SERVICES

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. In Year One, CONTRACTOR shall focus on work related to exploration and installation.
    a. During the exploration phase, support will be given to assess the strengths, needs, and hopes of the county, districts, communities, and schools. A comprehensive assessment will include readiness and organization of the county and community at large and local districts/schools.
    b. The installation stage will focus on examining the fidelity, efficiency, and effectiveness of the current system. Staffing, training, evaluation systems, and coaching systems will be examined as well as stakeholder-identified strengths and areas for improvement.
    c. Work shall not exceed 120 days (960 hours) total in Year One.

Year One

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Est. March 1, 2024 – August 30, 2024		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – Data Synthetization and Implementation Plan Recommendations	- In person visits across county, virtual meetings with MCOE Project Coordinator, MHSSA Grant Evaluator, and MCBH Services Manager. - Review strategic plans, review data, review organizational structures, funding mechanisms, and meet with clinical supervisors in education program.	12 days
County Level Leadership Team Training	- Meet with County Leadership team. - Overview of district landscapes, conduct readiness activities, and conduct community builders.	2 days
Capacity Building Calls with County Leads		3 days
Centralized County/District/Community Level Work		
Interconnected Systems Framework (ISF) Summer Retreat		6 days total: - 2 days on site - 4 days planning
ISF Summer Retreat for Clinicians	- Community building. - Clarify roles and functions. - Teaming structures. - Identify strengths, gaps, and overlaps.	6 days total: - 2 days on site - 4 days planning
Clinician and Grant Subcommittee Community of Practice	- Survey group to identify topics of interest. - Develop pop up webinar.	2 days total: - One two (2) hour call per month for six months
Administrator Community of Practice	- Foster relationships and level setting. - Examine TFI and DSFI scores, review community data to inform programming.	4 days total: - 2 days in person - 2 days planning

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Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Resource mapping. - Introduction calls. - Review existing MOU.	4 days total: - 2 days - 2 days planning
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	4 days total: - 2 days (hybrid) - 2 days planning
District/School Site Level Work		
Introductory Sessions	- Introductions to key staff.	5 days
Learning Walks	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 1 supports.	22 days (1/school site)
Monthly District and School Meetings		37 days total: - 4 hours per month per district
Listening Tours and Empathy Interviews	- Held with youth, family, staff, and community. - Train youth and community members to facilitate as well. - Analyze data collected. - Write reports.	5 days
Data Informed Professional Learning	- Facilitated professional development (PD) and planning to enhance Tier 1 supports with elementary school team. - Facilitated PD and planning to enhance Tier 1 supports with high school team. - Facilitated PD and planning for SWIFT at SWIS for core teams. - Facilitated PD and planning for both Tier 2 readiness and Tier 2 enhancements.	8 days total: - 2 days elementary team - 2 days high school team - 1 day SWIFT at SWIS - 1 day for Tier 2 readiness - 2 days for Tier 2 enhancements
Total Maximum Time		120 days

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2. In Year Two, CONTRACTOR shall focus on work related to installation and initial implementation.
    a. The transformation work will begin the implementation of changes at the district and school level, supported by CONTRACTOR in providing technical assistance and in-person training and coaching. Much of the work will be focused on continued sustainability of Tier 1 and Positive Classroom Support Systems and Advanced Tiers, prioritizing alignment of Tier 2 data, systems, and practices which forms the foundation of Tier 3 as well.
    b. Given the time-constrained funding source, there may be urgent or unforeseen needs or opportunities to enlist Dragonfly Forward to supply additional projects or services. As such, Dragonfly Forward may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the ISF work.
    c. Work shall not exceed 161 days (1,288 hours) total in Year Two.

Year Two **September 1, 2024 – August 30, 2025**		
Activity	Details	Estimated Days
County Level Work		
Planning and Preparation – for Training, Coaching, and Evaluation	- Time allocated for preparation and planning for training, coaching, and evaluation activities.	10 days
County Level Leadership Team Training	- Meet with County Leadership team.	8 days
Capacity Building Calls with County Leaders/Core Leadership		3 days total (24 hours): - Two (2) one-hour calls per month for twelve (12) months
Centralized County/District/Community Level Work		
ISF Summer Retreat	- Advanced tier focus – build on retreat held in Year 1.	6 days total: - 1 days retreat - 5 days planning
Clinician and Grant Subcommittee Community of Practice	- Build on work done in Year One. - Develop pop up webinar.	6 days total (48 hours): - Monthly four-hour meetings for twelve (12) months
Administrator Community of Practice	- Continue work from Year One. - Examine TFI and DSFI scores, review community data to inform programming.	2 days total (16 hours): - Quarterly four-hour meetings for twelve (12) months
Strategic Partnership Building (Union, School Board, Schools, Hospitals, Libraries, etc)	- Build on relationships developed in Year One.	10 days

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Positive Classroom Support Systems Webinar	- Conduct webinars every other month from September 2024 – May 2025.	4 days total (32 hours): - Bimonthly 8-hour training
Youth Leadership Health and Wellness Forum	- Youth led forum to share work being done, recommendations for work to be done.	5 days
District/School Site Level Work		
Learning Walks – Fidelity Baseline Measurement Opportunities	- Fidelity baseline measurement opportunity. - Produce school-level report with recommendations for Tier 2 supports.	34 days total: - 1 day/school site for 22 school sites - 12 days planning
Monthly District and School Meetings		42 days total (336 hours): - Four (4) hours/month per district for twelve (12) months - 12 days planning
Positive Classroom Supports System		8 days total: - 4 days implementation - 4 days planning
Data Informed Professional Learning	- Team facilitated PD and planning for Tier 2 readiness cohort. - Team facilitated PD and planning for Tier 2 enhancements cohort. - Collective learning and highlights opportunity.	16 days total: - 1 day in Fall 2024 for Tier 2 Readiness - 2 days in Winter/Spring 2024/25 for Tier 2 Enhancement - 1 day in Spring 2025 Collective Learning/Highlights - 12 days planning
Total Maximum Time		161 days

3. In Year Three, CONTRACTOR shall focus on the evaluation of the long-term impacts of work and activities completed in Years One and Two and on the provision of professional learning and capacity building.
    a. Evaluation of the long-term impacts will build on work completed in the previous two years. This work included targeted technical assistance, including meetings with school administration and leadership teams, district administrator meetings focused on organizational changes, and personnel support such as clarity of roles and functions. Evaluation shall occur by assessing involved schools and districts based on specific questions and metrics laid out in the table below.
    b. Professional learning and capacity building will occur through providing advanced tier training to districts and school teams, support in the development of positive

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classroom systems design, and learning opportunities focused on Team-Initiated Problem Solving.

c. Given the time-constrained funding source, there may be urgent or unforeseen needs or opportunities to enlist Dragonfly Forward to supply additional projects or services. As such, Dragonfly Forward may be requested to implement or engage in ad hoc work to support effective and efficient implementation of the ISF work.
d. Work shall not exceed 65 days (52 hours) total in Year Three.

Year Three **September 1, 2025 – August 30, 2026**		
Activity	Details	Estimated Days
Professional Learning and Capacity Building		
Provide Advanced Tier (Basic Tier 2, Advanced Tier 2, and Tier 3) Professional Learning and Facilitated Team Action Planning to District/School Teams	- 2 days on site for each of the 3 content areas – 6 days total - 3 days of planning	9 days total with 2 DFF staff each day = 18 days (144 hours)
Design Positive Classroom Systems to Include Training and Coaching on Function Based Thinking, Evidence Based Practices, Data Informed Decision Making, and Systems of Support	- Function Based Thinking – 1 day - EBP – 1 day - Data Informed Decisions – 1 day - Systems of Support – 1 day	4 days total with 2 DFF staff each day = 8 days (64 hours)
Provide Training and Coaching on Team-Initiated Problem Solving (TIPS)	- Tier 1 – 1 day - Tiers 2 and 3 – 1 day	2 days total with 2 DFF staff each day = 4 days (32 hours)
ISF Summer Retreat	- Advanced tier focus – build on retreat held in Year 2.	6 days total: - 1 days retreat - 5 days planning
Evaluating Long Term Impacts		
Q: Did the knowledge development sites attain fidelity when technical assistance as described above, was provided to schools as measured by the Tiered Fidelity Tool?	- Tiered Fidelity Scores and Reports across 6 schools will be used to determine if fidelity was reached, with a focus on classroom systems. - 1 day to analyze	1 day with 2 DFF staff = 2 days (16 hours)
Q: Were sites able to reach and sustain levels of fidelity as identified through enhanced learning walk process?	- Using the Tiered Fidelity Tool, DFF will provide Fall and Spring learning walks and meet with the team to determine if the schools were able to maintain fidelity.	7 days total with 2 DFF staff each day = 14 days (112 hours)

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	- 1 day per school site at 7 sites	
Q: To what extent do schools, implementing with fidelity, show desired changes in student social emotional and behavioral outcomes?	- The DFF team will review discipline rates, attendance, staff turnover, equity, suicide risk assessments, behavioral threat assessments, and referrals to special education. - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent do schools, implementing with fidelity, show desired changes in other areas of schooling (e.g., student, staff and family culture and climate surveys, staffing, policy)?	- The DFF team will review policy, student, staff and family surveys and provide summative data report. - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent did classroom systems improve?	- Sustainability of TFI classroom features. Measure of staff and leadership social validity - 1 day to analyze	1 day total with 2 DFF staff = 2 days (16 hours)
Q: To what extent did teaming structures, team processes, and data informed decision making improve and sustain?	- Show sustainability of improved team function using the TIPS fidelity tool and self-reflection component of the TIPS meeting protocol. - 1 day to analyze with 2 DFF staff - 1 day to collect data	1 day with 2 DFF staff and 1 day with 1 DFF staff = 3 days (24 hours)
Q: To what extent did leaders' self-perceptions of efficacy improve?	- Results of self-perception data across all sites. - 1 day to develop tool and 1 day to analyze	2 days with 2 DFF staff each day = 4 days (32 hours)
Total Maximum Time		65 days

4. CONTRACTOR shall meet regularly with the designated Behavioral Health Services Manager for on-going monitoring and evaluation, and regular reflective oversight and management to ensure goals and expected outcomes of the program are being met.

5. CONTRACTOR shall meet with the MHSSA grant collaborative team, comprised of County and grant partners, as requested by County.

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6. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

Program 2: Rainbow Connections MHSA Innovation Program Supports

I. PROGRAM NARRATIVE AND GOALS: CONTRACTOR will perform program planning, consultation and marketing services to support the fulfillment of the Monterey County Behavioral Health Mental Health Services Act (MHSA) Innovation Project Plan, titled "Rainbow Connections".

Program goals include:

1. Develop and support of a Rainbow Connections Project alignment and integration strategy, that will ensure seamless coordination and collaboration among key partners involved in an LGBTQ Network of Affirming Care.
2. Create a replicable and scalable model for project implementation that can enable other counties to either directly adopt a like-program, or otherwise adapt a like-program for another population of focus.
3. Produce a brief Docu-Story that characterizes the associated LGBTQ-youth population needs and Rainbow Connections project capabilities.
4. Establish community of care networks for students, families, professionals, and community leaders.

II. SCOPE OF SERVICES:

a. SCOPE OF SERVICES AND TIMELINE

CONTRACTOR shall support Program Goals by completing the following activities and deliverables:

Project Activity/Task/Deliverable	Anticipated Dates
Activity 1: Project Planning and Management Services This work shall support the strategic planning, project coordination and evaluation activities to be performed either directly by CONTRACTOR or other project partners.	September 2024-June 2026

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Task 1.1: Facilitation of quarterly meetings that include partner agencies (e.g. MCBH, MCOE, The Epicenter, Harmony at Home, Partners 4 Peace, Family Acceptance Project, Santa Cruz Diversity Center, leaders from three (3) district sites and four (4) school sites). The purpose of these meetings will be to assess the projects alignment strategy, meeting processes, and address any emerging challenges. The meetings will also build capacity among project partners to replicate RC activities at additional sites. ***Deliverable: Facilitation of quarterly meetings. Associated documentation shall include the meeting agenda and meeting discussion notes.***	September 2024-June 2026
Task 1.2: In coordination with COUNTY, design the project alignment strategy, communication plan, working agreements for project partners, and identify and manage a cloud-based tool that functions as a repository for associated documents and supports project coordination needs. ***Deliverable: Activate the associated project management work site for the Rainbow Connections project.***	September 2024
Task 1.3: In coordination with COUNTY, design an action plan for the project that includes key milestones, deliverables and key performance indicators. ***Deliverable: Rainbow Connections Action Plan.***	September 2024
Task 1.4: In coordination with COUNTY, design a county-level professional development plan for youth ambassadors. ***Deliverable: Rainbow Connections Professional Development Plan.***	September 2024-December 2024
Task 1.5: Explicitly embed LGBTQIA+ best practices in universal and classroom training ***Deliverable: Crosswalk showing how to embed related initiatives across classroom settings.***	September 2024-December 2024
Task 1.6: Engage grant technical assistance providers in resource mapping to identify ways to align and integrate multiple approaches to anti-bullying across TA providers and ensure teacher training material and existing bully prevention curriculum reflect LGBTQIA+ youth voice. Ensure all materials provide consistent messaging on how to recognize and respond to less overt situations, responding to youth asking for help/connecting to resources and navigation new ways to show support (e.g., pronouns) ***Deliverable: Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)***	September 2024-December 2024

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Activity 2: Project Modeling This work will document the processes by with the Rainbow Connections project was initiated, implemented and evaluated, to result in a blueprint or guide by which like-programs may be replicated and scaled by other counties or service provider networks.	September 2024-June 2026
Task 2.1: Track and document milestones and lessons learned across the project. ***Deliverable: A Rainbow Connections "lessons learned" resource.***	September 2024-June 2026
Task 2.2: Identify and document best practices for classroom systems and supports, including those utilized by Rainbow Connections project partners. ***Deliverable: A Rainbow Connections educator toolkit.***	September 2024-June 2026
Task 2.3: Create Rainbow Connections presentation materials for dissemination to various audiences. ***Deliverable: Present on the Rainbow Connections project at two (2) national conferences***	September 2025-June 2026
Task 2.4: Develop national partnerships with districts in other regions of the country. ***Deliverable: Establish professional learning community with a Google drive to include resources, tools, and manuals. Supports the implementation guide in 2.6***	January 2025-June 2026
Task 2.5: Leverage data collected by the Rainbow Connections project evaluator to produce a comprehensive report that highlights outcomes, impact, and makes recommendations for future implementation and expansion. ***Deliverable: Rainbow Connections Evaluation Brief***	September 2024-June 2026
Task. 2.6: Develop a project implementation template for other county or service provider leadership teams that provides sufficient instruction to implement a Rainbow Connections project in another community and/or be adapted for other distinct populations. ***Deliverable: Rainbow Connections Implementation Guide***	September 2024-June 2026

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Activity 3: Rainbow Connections Docu-Story This work will Showcase real-life experiences and successes of LGBTQ youth and their families within the Network of Affirmative Care established through the Rainbow Connections project.	September 2024- January 2025
Task 3.1: Develop a video production plan that involves the identification and selection of compelling stories from Rainbow Connections project participants (i.e. youth, families, educators) willing to share their experiences, to be made the subject matter of high-quality video content that is impactful, relatable, and capable of inspiring others. The narrative of this content will emphasize the importance of affirming care and community support. The video production plan shall also include a draft outline for the storyline and direction of the film. ***Deliverable: Rainbow Connections Docu-Story Production Plan.***	September 2024- September 2024
Task 3.2: Perform all necessary work to produce high-quality video content, inclusive of a 15-minute Docu-Story, that demonstrates the capabilities and impact of the Rainbow Connections project activities. Such work includes, but is not limited to: Location scouting, conducting of interviews, securing necessary release of information for interviewees, filming of interviews and b-roll content, film editing, and video cataloging. CONTRACTOR shall provide COUNTY with a maximum amount of three (3) rounds of edits before the Docu-Story is finalized. Final content materials are to be utilized by COUNTY on social media platforms, in presentations, and at community events. ***Deliverable: Finalized 15-minute Rainbow Connections Docu-Story.***	September 2024-January 2025
Activity 4: Develop Community of Care Networks for students, leadership and families This work will establish networks of ongoing support and mentorship for youth, providers and educators.	September 2024-June 2026
Task 4.1: Host opportunities for mentorship sessions, and peer-to-peer support groups for youth, providers and educators. ***Deliverable: Four (4) in-person peer to peer support groups (2 per year)***	September 2024-June 2026
Task 4.2: Facilitate knowledge sharing and skill development through interactive training sessions and virtual learning communities. ***Deliverable: Host 4 virtual learning communities (2/year)***	September 2024-June 2026

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Activity 5: Ad Hoc Services and Supports Given the innovative nature and evolving methods to implement the Rainbow Connections project, Dragonfly Forward may be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: additional support groups, additional docu story focused on healthcare provider/care coordination, engagement of translation services, and engaging additional subject matter experts. All tasks and associated reimbursement to be completed under Activity 5 shall be agreed upon by COUNTY and CONTRACTOR prior to execution.	September 2024-June 2026

b. REPORTING REQUIREMENTS
CONTRACTOR shall provide Contract Monitor with reports as identified in the Scope of Services and Timeline table, to evidence completed work and timeliness thereof.

III. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. COUNTY shall pay an amount not to exceed **$1,830,400** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR shall be reimbursed for the following negotiated rates which are subject to all cost report conditions set forth in Exhibit A-2 and identified in the Rate Table below:

Program 1: MHSSA Grant Program Fee Schedule

Period	**Maximum Days (Hours)**	**Rate**	**Maximum Total**
March 1, 2024 – August 30, 2026	339 days (2,712 hours)	$4,000/day ($500/hour)	$1,356,000
Ad Hoc Support - July 1, 2025 – June 30, 2026		Not to exceed $4,000	$4,000
Ad Hoc Support – July 1, 2026 – August 30, 2026		Not to exceed $4,000	$4,000
		Indirect Costs at 10%	$136,400
			$1,500,400

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Program 2: Rainbow Connections MHSA Innovation Program Supports Fee Schedule

Deliverable	**Est. Payment Period**	**Fee**
Deliverable 1.1: Facilitation of quarterly meetings	September 2024-June 2026	$1,375/quarter [$11,000 total]
Deliverable 1.2: Activate Rainbow Connections project management work site	September 2024	$ 11,000
Deliverable 1.3: Rainbow Connections Action Plan	September 2024	$11,000
Deliverable 1.4: Rainbow Connections Professional Development Plan	December 2024	$15,000
Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings.	December 2024	$11,000
Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives (e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across county)	December 2024	$11,000
Activity 1: Project Planning and Management Subtotal		***$70,000***
Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	May 2026 - June 2026	$10,000
Deliverable 2.2: A Rainbow Connections educator toolkit.	June 2026	$10.000
Deliverable 2.3: Present on the Rainbow Connections project at two (2) national conferences	June 2026	$10,000/conference [$20,000 total]
Deliverable 2.4: Establish Professional Learning Community (Google Drive with resources, tools, and manuals)	June 2026	$10,000
Deliverable 2.5: Rainbow Connections Evaluation Brief	May 2026 - June 2026	$10,000
Deliverable 2.6: Rainbow Connections Implementation Guide	May 2026 - June 2026	$10,000
Activity 2: Project Modeling Subtotal		***$70,000***
Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	September 2024	$25,000
Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	January 2025	$35,000
Activity 3: Rainbow Connections Docu-Story Subtotal		***$60,000***
Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	June 2026	$8,750/group [$35,000 total]
Deliverable 4.2: Host 4 virtual learning communities (2 per year)	June 2026	$8,750/group [$35,000 total]

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Activity 4: Community of Care Systems Development Subtotal		***$70,000***
Deliverable 5.1: Ad Hoc Services and Supports	September 2024-June 2026	$30,000
Activity 5: Ad Hoc Services and Supports Subtotal		***$30,000***
Total Indirect Costs		***$30,000***
TOTAL MAXIMUM COUNTY OBLIGATION		***$330,000***

2. There shall be no travel reimbursement allowed during this Agreement.

3. To receive any payment under this Agreement, CONTRACTOR shall submit invoices in such form as may be required by the County of Monterey Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

4. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to: MCHDBHFinance@countyofmonterey.gov.

B. CONTRACTORS BILLING PROCEDURES

1. NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. MAXIMUM OBLIGATION OF COUNTY

1. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **$1,830,400** for

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services rendered under this Agreement for the period of **Upon Execution –August 30, 2026**.

2. Maximum Liability Amount:

PROGRAM	TERM	AMOUNT
Program 1: MHSSA Grant Program	Upon Execution – August 30, 2026	$1,500,400
Program 2: Rainbow Connections MHSA Innovation Program Supports	September 1, 2024 – June 30, 2026	$330,000
	MAXIMUM COUNTY OBLIGATION	$1,830,400

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EXHIBIT C-2: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM

EXHIBIT C **County of Monterey Behavioral Health - Invoice Form**

Contractor:	Dragonfly Forward	**Invoice Number:**	
Address Line 1:	3611 Dupont Circle	**County PO No.:**	
Address Line 2:	Virginia Beach, VA 23455	**Invoice Period:**	
Tel. No.:	443-377-2407		
Contract Term:	Upon Execution to 8/30/2026	**Final Invoice :**	(Check if Yes)
BH Division :	Behavioral Health		BH Control Number

Date of Service	Service Description	Rate	NTE Allotment	Number of services for this	Dollar Amount Requested for this Period	N/A
	Program 1 - All Inclusive Rate for Services - Rate Per Day	$4,000.00	341			
	Program 1 - All Inclusive Rate for Services - Rate Per Hour	$500.00	2,728			
	Program 1 - Ad Hoc Support [NTE $8,000 Total]	TBD	N/A			
	Program 2 - Deliverable 1.1: Facilitation of quarterly meetings	$1,375.00	6			
	Program 2 - Deliverable 1.2: Activate Rainbow Connections project management work site	$11,000.00	1			
	Program 2 - Deliverable 1.3: Rainbow Connections Action Plan	$11,000.00	1			
	Program 2 - Deliverable 1.4: Rainbow Connections Professional Development Plan	$15,000.00	1			
	Program 2 - Deliverable 1.5: Crosswalk showing how to embed related initiatives within Tier 1 system and across classroom settings	$11,000.00	1			
	Program 2 - Deliverable 1.6 Matrix that helps align various bullying curricula, initiatives [e.g., Welcoming Schools Bully Prevention compared to other bully prevention trainings delivered across	$11,000.00	1			
	Program 2 - Deliverable 2.1: A Rainbow Connections "lessons learned" resource.	$10,000.00	1			
	Program 2 - Deliverable 2.2: A Rainbow Connections educator toolkit.	$10,000.00	1			
	Program 2 - Deliverable 2.3: Present on the Rainbow Connections project at two [2] national conferences	$10,000.00	2			
	Program 2 - Deliverable 2.4: Establish Professional Learning Community	$10,000.00	1			
	Program 2 - Deliverable 2.5: Rainbow Connections Evaluation Brief	$10,000.00	1			
	Program 2 - Deliverable 2.6: Rainbow Connections Implementation Guide	$10,000.00	1			
	Program 2 - Deliverable 3.1: Rainbow Connections Docu-Story Production Plan.	$25,000.00	1			
	Program 2 - Deliverable 3.2: Finalized 15-minute Rainbow Connections Docu-Story.	$35,000.00	1			
	Program 2 - Deliverable 4.1: Four (4) in-person peer-to-peer support groups (2 per year)	$8,750.00	4			
	Program 2 - Deliverable 4.2: Host 4 virtual learning communities	$8,750.00	4			
	Program 2 - Deliverable 5.1: Ad Hoc Services and Supports [NTE $30,000]	TBD	N/A			
TOTALS:						

Provide Details for each Date Service:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

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NATIVIDAD MEDICAL CENTER
PROGRAM LETTER OF AGREEMENT (OUTBOUND RESIDENTS)

This PROGRAM LETTER OF AGREEMENT ("**Agreement**") is made and entered into as of February 15th, 2025 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("**County**") and Katherine Healthcare LLC ("**Participating Site**"). County and Participating Site may be described singularly as a "**Party**" or together as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Natividad Medical Center, an acute care hospital owned and operated by the County, offers a Family Residency Training Program that has established itself as a high-quality educational program for the training of family medicine residents in hospital-based and ambulatory care, with an emphasis on meeting the needs of underserved populations ("**Program**"). For the avoidance of doubt, any reference to "Program" herein shall be a reference to the County. The County is committed to educating family physicians to help meet the rapidly changing scope and complexity of healthcare needs.

WHEREAS, County desires to partner with other U.S. health-care institutions, health-care organizations, community providers and professional schools at which Program residents can participate in a rotation to obtain additional clinical experience ("**Rotation**"), which promotes a valid and substantial public purpose within the authorized mission of the County, and Participating Site desires to provide clinical facilities which can be used to furnish such experience to Program residents and desires to have its facilities so used.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

1. TERM.

The term of this Agreement shall commence on February 15th, 2025 and terminate on February 14th, 2030 unless earlier terminated as provided in Section 4 below. The duration of each Rotation shall be Five (5) years, or as otherwise mutually agreed to by the Parties.

2. COUNTY RESPONSIBILITIES.

a. **Appropriate Paperwork.** Prior to the Rotation by a Program resident (a "**Resident**") pursuant to this Agreement, Program will require the Resident to complete the required Participating Site paperwork and will work with Participating Site to ensure paperwork is complete.

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b. **Rotation Schedule.** Program shall provide in writing, sufficiently in advance to allow for convenient planning of schedules, the dates of the Rotation for each Resident, the name of each Resident, and other information as necessary to facilitate each Resident's participation in the Rotation, as mutually agreed to by the Parties.

c. **Program Director.** The Program Director shall be Melissa Nothnagle, MD, MSc, or such other person as Program shall designate, in writing, as the liaison who shall be primarily responsible for planning and exchange of information under this Agreement, on behalf of Program ("**Program Director**").

d. **Qualifications.** Program shall select Program residents to participate in the Rotation who are appropriately credentialed, licensed, or otherwise authorized to participate in the Rotation.

e. **Activities.** Program will require each Resident to perform all activities under a designated Participating Site supervisor. During the Rotation, residents will be required to comply with the Residents' Policy Manual Handbook, the bylaws, rules and regulations of the County's medical staff, including the duties indicated in the Resident I/II/III job description outlined by Allied Health Rules and Regulations, and any other County rules, regulations, policies or procedures applicable to Residents. If Residents are engaging in clinical activities, Program acknowledges and understands that Residents will only be permitted to practice medicine under the supervision of a Participating Site physician licensed to practice medicine in Participating Site's state or other licensed professionals, as appropriate, and within the limits of Program's training program. The Goals and Objectives associated with the Rotation are attached hereto and incorporated herein as Exhibit A.

f. **Identification.** Program will require Residents to provide appropriate identification to Participating Site prior to the beginning of each rotation. Program will instruct Residents that while on Participating Site's premises, Residents will follow applicable Participating Site photo identification badge policies.

g. **Dress.** Program will require Residents to dress in a business/professional manner, as appropriate to the Participating Site setting and in accordance with Participating Site policies.

h. **Health Insurance and Salary.** Program is responsible for providing Resident's health insurance and salary.

i. **Discipline.** Program shall be responsible for the discipline of Residents in accordance with Program's policies and procedures.

3. PARTICIPATING SITE RESPONSIBILITIES.

a. **Site Director/Faculty Supervisors.** Maria Victoria Pato shall be the faculty member who will serve as site coordinator ("**Site Director**"). ***[OPTIONAL: In addition, the following persons shall serve as faculty supervisors at***

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Participating Site: Katherine Healthcare LLC

The Site Director shall act as liaison with Program and shall communicate with Program as necessary on all matters related to Residents, and will assume day to day administrative, educational, and supervisory responsibility for the Residents during the Rotation, in cooperation with the Program Director. The Site Director will work with Program to establish mutually agreed upon requirements of the Rotation prior to each Resident's Rotation, will make sure the Resident meets these requirements and will ensure the Resident has reviewed the goals for the rotation if applicable. Program will provide an appropriate experience for each Resident based on the communicated level of the Resident's education, ability, and training. Supervision and teaching of Residents will be in accordance with ACGME requirements and all applicable policies and regulations, including any Program policies as provided to Participating Site. Participating Site, and not Program, is solely responsible for any remuneration provided to Participating Site preceptors.

b. **Accreditation Requirements.** Where appropriate, Participating Site will be in compliance with Accreditation Council for Graduate Medical Education ("**ACGME**") requirements.

c. **Staff and Facilities.** Participating Site will maintain adequate staff and facilities at its site to meet the educational goals and objectives of the Rotation, and provide education, supervision and evaluation in a manner consistent with the standards and requirements established by Program and ACGME, and shall maintain all appropriate licenses and accreditations for applicable Participating Site facilities.

d. **Duty Schedules.** Participating Site shall implement duty schedules for Program residents in accordance with Program's educational goals and objectives and applicable requirements of the Rotation and ACGME as follows:

i. Participating Site shall promote the Rotation's educational goals by ensuring that Residents' learning objectives are not compromised by excessive reliance on Residents to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Participating Site must ensure that Residents are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

ii. Participating Site shall ensure that Residents' duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Residents, and the applicable requirements of Program and ACGME.

e. **Evaluation of Residents.** Within two (2) weeks of the completion of the Rotation for each Resident, Participating Site shall provide to Program all required

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evaluation materials to allow for Program to properly evaluate the Resident's performance during the Rotation and determine if the Rotation has fulfilled the requirements for the Resident to receive credit towards program completion.

f. **Health Insurance.** Participating Site shall not be responsible for the cost of Residents' health insurance or for any medical care costs incurred for the medical treatment of Residents. Notwithstanding the foregoing, Participating Site will provide Residents first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Residents in the event of a needlestick injury to or other exposure of Residents to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("**CDC**") or the community's standard of care. In the event of a work-related injury, Participating Site will notify Program within 24 hours of the injury and coordinate follow-up care and transportation back to Monterey County as needed.

g. **Discipline.** Participating Site agrees to cooperate with and assist Program in the investigation of facts which may serve as a basis for taking any disciplinary or academic action against any Resident, and to inform Program: (1) immediately upon investigation of a Resident; (2) within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a Resident; (3) prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Resident has been named or in which a settlement is being proposed on a Resident's behalf; or (4) prior to making a report to the National Practitioner Data Bank or the Medical Board of California in which a Resident is named.

4. TERMINATION.

a. **Termination of Rotation.** Participating Site shall have the right, for good cause and after consultation with Program, to prohibit further attendance at Participating Site of a Resident; provided, however, that Participating Site will not take any action against a Resident in an arbitrary or capricious manner.

b. **Termination of Agreement.** Notwithstanding any other provision to the contrary, either Party to this Agreement may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, cooperate to ensure that rotations then in place are terminated in a manner that is not likely to affect the current Residents.

c. **Effect of Termination.** Notwithstanding anything in this Agreement to the contrary, in the event of any termination of this Agreement effective during the initial twelve (12) months of its Term, the parties hereto shall not enter into an arrangement for the same items or services during such initial twelve (12) month period.

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5. INSURANCE.

a. **Professional Medical and Hospital Liability Insurance or Self-Insurance.**

i. County represents and warrants that it maintains comprehensive professional liability insurance or self-insurance for Residents and Program employees for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. County shall carry health care entity comprehensive liability coverage with a minimum limit of one million dollars ($1,000,000) per claim and five million dollars ($5,000,000) aggregate limit for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate, which are sub-limits and are intended to be inclusive of County's $1 million and $5 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then County shall obtain extended (tail) coverage for the remainder of the three (3) year period.

ii. Participating Site represents and warrants that it maintains comprehensive professional liability insurance for Participating Site faculty, including, but not limited to, supervising physicians. Participating Site shall maintain a minimum limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate limits. Participating Site shall carry health care entity comprehensive liability coverage minimum limits of one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) aggregate limits for Participating Site and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate, which are sub-limits and are intended to be inclusive of Participating Site's $1 million and $3 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then Participating Site shall obtain extended (tail) coverage for the remainder of the three (3) year period.

b. **General Liability Insurance or Self-Insurance.**

i. County represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for Residents and Program employees. County shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars ($1,000,000) per claim and five million dollars ($5,000,000) aggregate limits for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate when insured under the County's policy.

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ii. Participating Site represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for Participating Site. Participating Site shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars ($1,000,000) per claim and 3 million dollars ($3,000,000) aggregate limits for Participating Site and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of $1 million ($1,000,000) per claim and $3 million ($3,000,000) aggregate when insured under the Participating Site's policy.

c. **Worker's Compensation Liability Insurance.**

i. County represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

ii. Participating Site represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

d. ~~The coverage referred to in Section 5(b)(i) above shall be endorsed to include Participating Site as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and/or employees. County upon execution of this Agreement shall furnish Participating Site with Certificates of Insurance evidencing compliance with all requirements.~~

Dr. Harris

~~e. The coverage referred to in Section 5(b)(ii) above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Participating Site, its officers, agents, and/or employees. Participating Site upon execution of this Agreement shall furnish County with Certificates of Insurance evidencing compliance with all requirements.~~

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Katherine Healthcare
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f. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks related to performance. It should be expressly understood that the coverages required under this Agreement shall not in any way limit the liability of Participating Site or County.

6. INDEMNIFICATION.

a. **By County.** County shall defend, indemnify and hold Participating Site, Participating Site Physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County, County Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Participating Site, Participating Site Physicians, its officers, employees,

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agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Participating Site. County shall reimburse Participating Site for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless Participating Site under this Agreement.

b. **By Participating Site.** Participating Site shall defend, indemnify and hold County, County Physicians, its officers, employees, Residents, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Participating Site, Participating Site Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, County Physicians, its officers, employees, Residents, or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County. Participating Site shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Participating Site is obligated to indemnify, defend and hold harmless County under this Agreement.

7. MISCELLANEOUS.

a. **Fair Market Value.** Each party represents and warrants on behalf of itself, that the aggregate benefit given or received by each party under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to or from either party, and further, is not determined in any manner that takes into account the value of business generated between the parties.

b. **Notices.** All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

Program

Natividad Medical Center Family Medicine Residency Program
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Program Director

Participating Site

Katherine Healthcare LLC
315 Alameda Ave
Salinas, CA 93901

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c. **Patient Records.** Any and all of Participating Site's medical records and charts created at Participating Site's facilities as a result of performance under this Agreement shall be and shall remain the property of Participating Site. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act ("**HIPAA**").

d. **Independent Contractor.** Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between Program and Participating Site hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither Program nor Participating Site hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other. Program and Participating Site agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and local laws and regulations.

e. **Use of Name.** Neither Party will use the name of the other or its employees, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other Party to this Agreement.

f. **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be construed to create any rights for any third Party.

g. **Assignment**. Neither Participating Site nor Program shall assign their rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other.

h. **Amendments.** No amendment, changes to or waivers or termination of this Agreement shall be effective unless made in writing and signed and delivered by authorized representatives of the Parties.

i. **Counterparts and Authority.** This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

j. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the

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Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

k. **Waiver.** Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

l. **Exhibits.** Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

m. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California with venue proper in Monterey County, California, without giving effect to conflict of law principles.

n. **No Discrimination.** Program and Participating Site agree not to engage in unlawful discrimination against or harassment of any Resident pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws.

o. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

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The parties hereto are in agreement on the basis set forth in this document and have executed this Agreement as set forth below.

"COUNTY"

COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center

By: _____
Charles R. Harris, CEO

Date: _____

Approved by NMC Residency Director

By: DocuSigned by: MELISSA NOTHNAGLE 34FDF7724A2C491...
Dr. Melissa Nothnagle

Date: 5/22/2025 | 4:29 PM PDT

Approved as to Legal Provisions

By: Signed by: 696D21D44C4341D...
Monterey County Deputy County Counsel

Stacy Saetta
Print Name

Date: 5/22/2025 | 3:18 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor-Controller

5/23/2025 | 11:54 AM PDT
Print Name

Date: _____

"PARTICIPATING SITE"

Katherine Healthcare LLC

By: Maria Victoria Pato
Maria Victoria Pato
Name and Title

Date: March 25, 2025

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EXHIBIT A

Goals and Objectives

This agreement covers the longitudinal care of patients at Katherine Healthcare nursing home by Natividad Family Medicine Residents under the supervision of Natividad Family Medicine faculty physicians.

Natividad Residents will provide continuity primary care for a panel of patients at Katherine Healthcare, providing monthly and as needed visits under the supervision of Family Medicine Faculty physicians. The patient panel will generally consist of long-term care patients selected by the facility's Medical Director. Natividad Resident's care of these patients will be documented in the electronic health record at Katherine Healthcare. The residency will provide contact information for the resident or faculty physician available by phone 24/7 for nurses caring for the patients. Faculty who conduct in person visits will submit charges for those visits to the patients' insurance.

Resident Learning Goals and Objectives

To achieve the knowledge, attitude, and skills necessary to provide comprehensive, patient-centered care to older adults in the Skilled Nursing Facility (SNF).

Patient Care

- Assess and meet the health care needs of the geriatric population in the nursing home.
- Practice evidence-based medication management in older adults including de-prescribing as appropriate.
- Discuss goals of care with patients and families and document advance directives
- Diagnose dementia, mild cognitive impairment, delirium, and depression

Medical Knowledge

- Distinguish between reversible and irreversible dementia
- List and distinguish among the major types of irreversible dementia
- Discuss evidence based perioperative care of the geriatric patient
- Identify physical signs of Parkinson's disease and distinguish it from other movement disorders
- Know the basic principles of geriatric pharmacology to prevent polypharmacy
- Define the various types of advance directives
- Identify and articulate a point of view regarding ethical issues for older adults
- Demonstrate ability to apply palliative care measures to a dying patient including the appropriate referral to/and management by hospice care teams.

Interpersonal and Communication Skills

- Demonstrate effective communication skills with patients and family members,

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keeping families informed of updates in the patient's condition
- Communicate effectively with nursing home staff to optimize care of shared patients

Professionalism
- Demonstrate integrity, initiative, dependability, positive and altruistic attitudes

Systems-Based Practice
- Participate as an effective member of an interdisciplinary team with nursing home staff (e.g. physicians, nurses, PT/OT/Speech, dieticians)

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

MITCHELL D. CAHN, M.D. ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**), by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and MITCHELL D. CAHN, M.D., an individual (**"Contractor"**) shall be effective on ~~July~~ August 1, 2025 (the "**Effective Date**"). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

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RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is experienced in the specialized field of vascular thoracic surgery, including endovascular surgery (collectively, the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**), who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room, and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Contractor shall be available on an unrestricted on-call basis to provide Specialty medical care and treatment to Patients along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays (**"Coverage Services"**). A Coverage Services shift shall be for a twenty-four (24) hour period (a **"Shift"**), upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of Shifts of Coverage Services to be provided by Contractor.

(c) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

(d) Contractor shall provide Professional Services to Clinic Patients on a schedule mutually agreed to by the Parties from time to time.

(e) Contractor shall perform the administrative duties set forth on **Exhibit 1.1(e)** (the **"Administrative Services"**) and shall perform all Administrative Services in accordance with the Hospital Rules upon the terms and subject to the conditions set forth in this Agreement and as reasonably requested by Hospital from time to time, not to exceed ten (10) hours per month.

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Administrative Services, and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

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1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services. Contractor must provide thirty (30) days' notice for desired schedule changes that would leave a gap in any coverage area. Contractor is responsible for negotiating/scheduling coverage changes.

1.7 Absences. In the event Contractor is unable to perform the obligations under this Agreement for any justifiable cause, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. Contractor shall notify the Service Director or his/her designee in writing and in accordance with Hospital Rules and Department Policies. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

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1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.14 Continuing Medical Education. Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

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1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Coordination with Attending Physicians. Contractor shall promptly report the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

1.22 Medical Records and Claims.

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished by Contractor to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

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1.24 Response Times. Contractor shall respond in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall respond within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Six Hundred Thousand Dollars ($600,000).

2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this

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Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

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ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Hospital's Medical Staff Office, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **Commercial general liability insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars ($1,000,000) per occurrence.

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☐ Exemption/Modification (Justification attached; subject to approval).

(c) **Business automobile liability insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **Workers' Compensation Insurance**, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval

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of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

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3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to

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and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital

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that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

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4.11 Access to and Audit of Records. Hospital shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Contractor and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the Effective Date, and shall continue until June 30, 2027 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

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(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

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(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to

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Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) upon Hospital's request, Contractor shall immediately vacate the premises, removing any and all of Contractor's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that Contractor has not so removed.

(c) Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor's control.

(d) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(e) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing,

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this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

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6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as

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mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

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(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

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6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

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6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

If to Contractor, addressed to:

MITCHELL D. CAHN, M.D.
10009 43rd PL NE
Seattle, WA 98125

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

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6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

MITCHELL D. CAHN, M.D., an individual

Signed by:
B220B067F19C400...

Date: 6/1/2025 | 6:00 AM PDT

NATIVIDAD MEDICAL CENTER

_____ Date: _____

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...

Date: 6/13/2025 | 12:17 PM PDT

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Date: 6/13/2025 | 1:50 PM PDT

Deputy Auditor/Controller

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Exhibit 1.1(c)

ADMINISTRATIVE SERVICES

Contractor shall:

1. assist in the development and implementation of the vascular surgery services and coordination and consultations with Hospital staff regarding the efficiency and effectiveness of the trauma department (the **"Department"**), as requested by Hospital from time to time;

2. provide general administration of the day-to-day operations of the Department;

3. advise and assist in the development of protocols and policies for the Department;

4. ensure physician coverage of the Department;

5. schedule, coordinate and supervise the provision of medical and ancillary services within the Department;

6. ensure the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;

7. coordinate and consult with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and make recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;

8. develop, review, and provide training programs for Medical Staff and Hospital personnel;

9. prepare such reports and records as may be required by this Agreement, Hospital or the Medical Staff;

10. participate in Hospital and Medical Staff committees upon request by Hospital;

11. participate in continuing medical education, research and teaching activities upon request by Hospital;

12. participate in utilization review programs, as reasonably requested by Hospital;

13. participate in risk management and quality assurance programs, as reasonably requested by Hospital; and

14. assist Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payers contracting with Hospital.

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

Name:
Employee #:
Dept Name:
Cost Center:
Period Ending:

			Direct				Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001				00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
			Direct Patient Care Services													Non-Productive Hrs				
			Sched. IP Care (PR)	Sched. OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Comm-ittee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
2	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
3	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
4	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
5	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
6	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
7	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
8	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
9	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
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12	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
13	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		
14	Date:	A Hospital & NMC Clinic Time																		
		B. Non-Hosp & Non-NMC Clinic Time																		

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.13

Natividad
Inspiring healthy lives

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

12. Single incident of egregious behavior, such as an assault or other criminal act.

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13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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Natividad
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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: _____

Signature: _____ Date: _____

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Exhibit 2.1

COMPENSATION

1. **Coverage Services.** Hospital shall pay Contractor the amount of One Thousand Fifty-Five Dollars ($1,055) for each Shift rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Administrative Services.** Hospital shall pay to Contractor the amount equal to Two Hundred Fifty Dollars ($250) per hour for the provision of Administrative Services, not to exceed Two Thousand Five Hundred Dollars ($2,500) per month.

3. **Professional Services.** Hospital shall pay to Contractor per Work Relative Value Unit (as defined by the Centers for Medicare & Medicaid Services from time to time) (**"wRVU"**) for those Professional Services rendered to Patients by Contractor, provided, however, that Contractor is in compliance with the terms and conditions of this Agreement and applicable Laws.

(a) Contractor shall be paid on the CPT codes submitted to and verified by Hospital professional billing office coders.

(b) Contractor must complete clinical documentation using Hospital's system on all submitted claims prior to reimbursement.

(c) Compensation will be calculated as follows: Sixty-Eight Dollars and Eighteen Cents ($68.18) per wRVU personally performed by Contractor.

(d) At the end of each month, Hospital shall provide Contractor a monthly report (**"Encounter Summary"**) that demonstrates the calculation of the compensation payable under this Section.

(e) Contractor shall review the Encounter Summary for accuracy and return the signed Encounter Summary to Hospital within five (5) business days.

(f) In the event of a dispute regarding the appropriateness of a CPT code or modifier, or similar technical billing issue, which cannot be resolved informally by the Parties, the Parties shall jointly designate an independent third-party billing expert to review and make a recommendation regarding the issue. The cost of such expert shall be shared equally by the Parties. Hospital shall give such recommendation great weight but, as the billing entity, shall have ultimate discretion in resolving such issue.

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4. **Travel.** County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the County Travel Policy". A copy of the travel policy is available at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures under Monterey Conty Travel and Business Expense Reimbursement Policy. To receive reimbursement the CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when using the County Reimbursement Claim Form. CONTRACTOR shall not exceed $300 per day for travel expenses while on assignment.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

Initial MCM

This Business Associate Agreement ("Agreement"), effective ~~July~~ August 1, 2025 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Mitchell D. Cahn, M.D. ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

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2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

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(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R.
§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

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4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

If to Business Associate, to:

Mitchell D. Cahn, M.D.
10009 43rd PL NE
Seattle, WA 98125
Phone: 772.260.3381
Fax:_____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

MITCHELL D. CAHN, M.D.

By: Signed by: B220B067F19C400...

Print Name: Mitchell Cahn, MD

Print Title: Vascular surgery Locums

Date: 6/1/2025 | 6:00 AM PDT

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By: _____

Print Name: _____

Print Title: _____

Date: _____

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15202 ; Agreement No.: 1
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an amendment no.1 to the agreement (A-15202) with Paragon Mechanical Inc. for maintenance and repair services, extending the agreement an additional two (2) year period (July 1, 2024 through June 30, 2026) for a revised full term agreement term of July 1, 2021 through June 30, 2026, and adding $250,000 for a revised total agreement amount not to exceed $450,000.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Askew
NOES: None
ABSENT: Supervisor Adams

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024
File ID: A 24-003
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Paragon Mechanical Inc. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Maintenance and Repair Services to Various Mechanical Systems at Natividad Medical Center

This Amendment No. 1 to the Agreement ("Agreement") which was effective on July 1, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Paragon Mechanical Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Paragon Mechanical Inc. for Maintenance and Repair Services with a term July 1, 2021 through June 30, 2024 and a total Agreement amount not to exceed $200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No.1 to extend it for an additional two (2) year period through June 30, 2026 for a revised Agreement term (July 1, 2021 through June 30, 2026), to allow for services to continue on the same or similar terms with a $250,000 increase for a total Agreement amount not to exceed $450,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 3.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

   "3.1 The term of this this AGREEMENT is from July 1, 2021, through June 30, 2026, unless sooner terminated pursuant to this AGREEMENT. This AGREEMENT is of no force and effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT."

2. Section 5.1. to the Agreement is hereby amended and restated to read in entirety as follows:

   "5.1 County shall pay CONTRACTOR in accordance with the payment provisions set forth in the Exhibit A, subject to the limitation set forth in this AGREEMENT. The total amount payable to the County to the CONTRACTOR under this AGREEMENT shall not exceed the sum of four hundred fifty thousand dollars ($450,000)."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective when signed by both Parties.

Amendment No. 1 to Agreement
With Paragon Mechanical Inc.
Amendment No. 1 to Agreement
With Paragon Mechanical Inc.

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~ Signature page to follow ~

DocuSign Envelope ID: 28832EC2-1436-4721-A2F7-F7D1EC50277D

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 3/13/2024 | 9:30 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 12/26/2023 | 1:12 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 1/2/2024 | 7:33 AM PST

CONTRACTOR

Paragon Mechanical Inc.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

STEVE BENAKOVICH PRESIDENT
Name and Title

Date: 12/14/23

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

MICHAEL OERS CHIEF FINANCIAL OFFICER
Name and Title

Date: 12/14/23

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Docusign Envelope ID: 59308820-E4E1-4783-89CB-4CEBA06BB509

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 3
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2025 to March 31, 2026) for a revised full agreement term of April 1, 2021 to March 31, 2026, and adding $468,000 for a revised total not to exceed amount of $1,968,000 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than ten percent 10% ($70,000) of the original contract amount and do not increase the total contract amount above $2,038,000.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 18, 2025.

Dated: March 18, 2025
File ID: A 25-058
Agenda Item No.: 45

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 59308820-E4E1-4783-89CB-4CEBA06BB509

THIRD AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Medical Director and Professional Services Agreement ("Third Amendment") is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics ("UCSF") and County of Monterey, on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the "Services") for Hospital patients with an effective date of April 1, 2021, and subsequently, aa First Amendment with an effective date of April 1, 2023 and a Second Amendment with an effective date of April 1, 2024 (collectively, the "Agreement").

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

> "4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Nine Hundred Sixty-Eight Thousand Dollars ($1,968,000)."

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

> "4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed $468,000 per year. The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $338,686 (median) and $410,162 (75th tile)."

Docusign Envelope ID: 59308820-E4E1-4783-89CB-4CEBA06BB509

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

> "5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until March 31, 2026 (the "Expiration Date"), subject to the termination provisions of this Agreement."

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.

5. This Third Amendment shall be effective as of April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 3/10/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

NATIVIDAD MEDICAL CENTER ("Hospital")

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Name:
Title:

Date: 3/25/2025 | 12:58 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...

Name: Stacy Saetta
Title: Chief Deputy

Date: 3/10/2025 | 6:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Name: Jennifer Forsyth
Title: Auditor-Controller Analyst II

Date: 3/11/2025 | 5:17 PM PDT

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

FOURTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Medical Director and Professional Services Agreement ("Fourth Amendment") is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics ("UCSF") and County of Monterey, on behalf of Natividad Medical Center ("Hospital").

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the "Services") for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; and a Third Amendment with an effective date of April 1, 2025 (collectively, the "Agreement").

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to include clinical services for Hospital's High Risk Infant Follow-up program.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. The following language is added as a new Section 1.1(c), High Risk Infant Follow-up Program:

> "(c) High Risk Infant Follow-Up program (HRIF) Clinical Services. The UCSF Physician providing HRIF clinical services shall be identified in Exhibit 1.1 by mutual agreement of the parties, keep monthly time logs submitted to the Hospital and shall provide twelve (12) hours per –week , but not to exceed sixty (60) hours per month in HRIF clinical services, described in Exhibit 1.1a of this Agreement. The total hours of HRIF clinical services provided by UCSF shall not exceed six hundred twenty four (624) hours per year."

2. A new Section 4.3.6, Fee for HRIF Clinical Services:

> "Fee for HRIF Clinical Services is $213.62 per hour equaling $11,108 per month for the HRIF clinical services rendered by UCSF Physicians under this Agreement. The payments for the HRIF clinical services shall not exceed $193,300 per contract year and is subject to quarterly billing and payment reconciliation by the parties in Section 4.3.2."

3. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

> "4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the aggregate sum of $2,100,988.

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4. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

> "4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.3 FTE of Pediatric Neonatology and HRIF clinical services total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed $600,988 per year (August 1, 2025 to July 31, 2026). The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of $346,322 (median) and $419,178 (75th tile)."

5. Section 5.1 is hereby amended and restated to read in its entirety as follows:

> "5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the "Effective Date") and shall continue until July 31, 2026 (the "Expiration Date"), subject to the termination provisions of this Agreement."

6. Exhibit 1.1a, HRIF Services, as attached to this Amendment 4, is added to the Agreement and incorporated herein.

7. Exhibit 1.1b, HRIF Clinical Services Timesheet, as attached to this Amendment 4, is added to the Agreement and incorporated herein.

8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fourth Amendment and shall continue in full force and effect.

9. This Fourth Amendment shall be effective as of August 1, 2025.

Docusign Envelope ID: B03A6B2C-C6AB-43F6-99A6-F7A68EB50013

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fourth Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 6/6/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

NATIVIDAD MEDICAL CENTER ("Hospital")

Name:
Title:

Date:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE4B99F444A9...

Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 6/9/2025 | 5:31 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64F57454F6...

Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 6/10/2025 | 1:59 PM PDT

EXHIBIT 1.1a

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HRIF Clinical Services

UCSF, within the context of California's California Children's Services (CCS) program, will provide a UCSF Physician who leads and oversees the High Risk Infant Follow-up (HRIF) program, ensuring the coordinated follow-up and care of high-risk infants after their discharge from a CCS-approved Neonatal Intensive Care Unit (NICU). The responsibilities of the UCSF Physician providing HRIF clinical services include ensuring compliance with CCS standards, providing medical leadership and support to the HRIF team, and collaborating with other healthcare providers and agencies to ensure comprehensive care for these infants.

The UCSF Physician providing HRIF clinical services: Allison Falck, MD

Responsibilities of Natividad Medical Center HRIF clinical services:

§ **Clinical Leadership and Support:**
- Providing guidance and expertise to the HRIF team
- Patient care- 4 clinics/month x 8 hours/day
- Clinic visit: to include comprehensive history and physical and a developmental assessment at each clinic visit
- **Program Oversight:**
- Ensuring the HRIF program functions according to CCS standards and regulations, including eligibility criteria, service provision, and documentation.

§ **Coordination of Care:**
- Facilitating communication and collaboration between the HRIF team, the child's primary care physician, specialists, and other relevant agencies
- Communication and oversight by County CCS Program or State SCD Office.

§ **Referral and Referral Management:**
- Ensuring proper referrals are made for eligible infants, including referral and service authorization request submissions.

§ **Family Engagement:**
- Collaborating with families to ensure they understand their child's health status, available services, and how to access them.

§ **Quality Improvement:**
- Participating in quality improvement initiatives to enhance the HRIF program and improve patient outcomes.

§ **Policy and Procedure Development:**
- Contributing to the development and implementation of HRIF program policies and procedures.

§ **Data Collection and Reporting:**
- Ensuring accurate data collection and reporting related to HRIF services and outcomes.

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EXHIBIT 1.1b

HRIF Clinical Services Timesheet

Natividad Medical Center
Physician Administrative Services
Medical Director - HRIF
Time Log

Name:	Alison Falck, MD	**Medical Director of High Risk Infant Follow up (HRIF)**
Address:	UCSF, Dept of Pediatrics, Attn: Accounting Dept. UCSF Mail Code 0110 550 16th Street, 4th Floor San Francisco, CA 94143	
Date	Service Provided	Hours
	TOTAL HOURS	**0.00**

Physician Signature: _____ Date: _____

CMO Signature: _____ Date: _____

docusign

Certificate Of Completion

Envelope Id: EB792424-45F8-4D8F-A5A7-CF720EE24EA3
Status: Completed
Subject: URGENT: Complete with Docusign: Amend 4_Natividad Medical Center_UCSF Pediatrics add HRIF
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Will Jones
1855 Folsom St
Suite 601
San Francisco, CA 94103
will.jones@ucsf.edu
IP Address: 128.218.42.30

Record Tracking

Status: Original
6/6/2025 5:50:22 PM
Holder: Will Jones
will.jones@ucsf.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Neal Cohen cohenn@ucsf.edu Vice Dean University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Neal Cohen 016A8FBA9C704C8... Signature Adoption: Pre-selected Style Using IP Address: 146.75.154.55 Signed using mobile	Sent: 6/6/2025 5:53:52 PM Viewed: 6/6/2025 5:56:07 PM Signed: 6/6/2025 5:56:12 PM
Raphael Hirsch raphael.hirsch@ucsf.edu Chair University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Raphael Hirsch A92FE51CFE014F7... Signature Adoption: Pre-selected Style Using IP Address: 146.75.154.54 Signed using mobile	Sent: 6/6/2025 5:53:53 PM Viewed: 6/6/2025 6:02:00 PM Signed: 6/6/2025 6:02:07 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jenny Godbout jenny.godbout@ucsf.edu Division Administrator, Ped Hospital Med University of California, San Francisco Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/6/2025 5:53:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2025 5:53:53 PM
Certified Delivered	Security Checked	6/6/2025 6:02:00 PM
Signing Complete	Security Checked	6/6/2025 6:02:07 PM
Completed	Security Checked	6/6/2025 6:02:07 PM

Payment Events	Status	Timestamps

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 757 9516

MEMORANDUM

Date: May 30, 2025

To: Sonia M. De La Rosa, County Administrative Officer

From: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

Randell Y. Ishii Digitally signed by Randell Y. Ishii, MS, PE, TE, PTOE; Director

Subject: 2024-2025 Monterey County Civil Grand Jury Final Report – "Road Safety in Monterey County: Where to Report A Problem"

cc: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Enrique M. Saavedra, P.E., Chief of Public Works

Pursuant to Penal Code Sections 933 and 933.05, please accept this memorandum as the formal response to the 2024-2025 Monterey County Civil Grand Jury Final Report – "Road Safety in Monterey County: Where to Report A Problem".

The Department of Public Works, Facilites and Parks (PWFP) would like to thank the Civil Grand Jury for their efforts and fair review of our operations. There were many unique and idiosyncratic details/procedures from the different agencies, that the jurors had to cull through and analyze.

It is the philosophy of PWFP to receive feedback so we can best meet our mission of providing safe and efficient infrastructure for the constituents of Monterey County.

Findings:

F5. MCPWD does not have an online "Request for Service" form on its website for road safety and repair issues, making it more difficult for the County residents to report a problem.

Response F5: Agree

While the PWFP website has a link to email a Public Works (PW) Service Request, the wayfinding within the website can be improved to create a more clear path to submit Request for Services. Upon receiving the Civil Grand Jury report, staff has begun to work on ways to improve this forward-facing feature on our website..

F6. The availability of the Salinas, Soledad, and *Monterey County uConnect* mobile apps are largely unknown to the public, rendering them of little use.

Response F6: Agree

The County of Monterey does provide a link to the Mobile App on their landing page but was not specifically noted on the PWFP Department webpage. PWFP Staff noted that this is an area that can be improved.

F9. Caltrans, TAMC, and Monterey County Department of Public Works collaborate effectively with local municipalities to complete road and traffic projects.

Response F9: Agree

PWFP strives to share information on projects affecting the motoring public across jurisdictional boundaries. As part of our effort to relay information to the public, we reach out to Caltrans, the Transportation Agency for Monterey County (TAMC), and affected municipalities. Our website that displays road closure information, provides phone numbers and related contact information to get State Highway information. We also regularly share our press releases regarding projects with the Public Information Officer (PIO) at Caltrans and impacted municipalities and offices of elected officials representing the specific project locations.

When opportunities for joint construction work between the County and municipalities do arise (whereby one jurisdiction's road project overlaps with a County road project), PWFP strives to engage in a combined joint construction project. In doing so, the public agencies could realize more streamlined and efficient coordination of traffic control and work activity, and potential cost savings in the form of reduced administrative overhead costs, more economic unit prices from economies of scale, etc.; in turn, all benefiting the public. PWFP has had history of joint construction project accomplishments over the last several years, such as the "Gloria/Iverson/Johnson Canyon Road Reconstruction Project" with City of Gonzales (whereby approximately 5 miles of roads were reconstructed, with the City overseeing the design phase and the County overseeing the bidding and construction) and the "Roundabout at the Intersection of Alisal Road and Sconberg Parkway and Pavement Rehabilitation of Portion of Alisal Road" with the City of Salinas (whereby the City's roundabout and road rehabilitation of the nearby City street included work on a portion of the County road of Alisal).

Recommendations:

R5. Monterey County create a direct link to an electronic "Request for Service" form on its website for road repair or safety issues by 10/31/25.

Response R5: Agree

After receiving the Civil Grand Jury report PWFP staff, made modifications to the webpage so there is a distinct tab labeled PW Request for Service (RFS). The subpage outlines which type of repair and safety concerns could be reported by submitting a RFS and then identifies three methods to achieve the request: Online Request, Call or Email, and Mobile App. Additionally, the text under "How Do I….Report" on the County of Monterey landing page was updated from "Pothole" to "Road Repair & Safety Issues – Submit a Request for Service (RFS) to create consistent and redundant use of terminology to improve website navigation. For convenience, please see the link below:

https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/pw-request-for-service-rfs

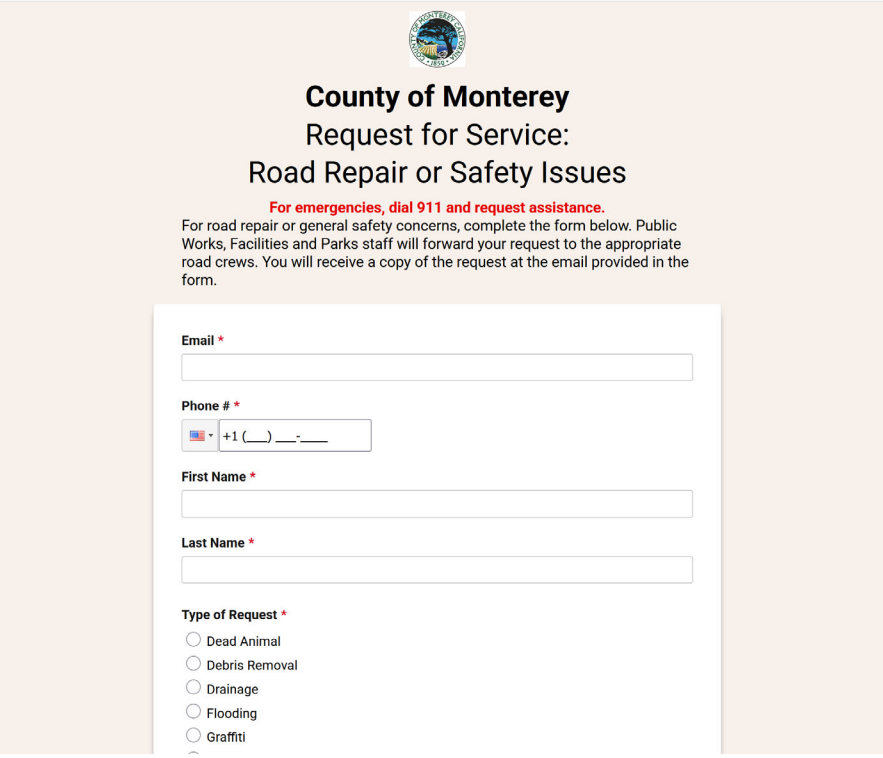


Figure 1. Screenshot of Online Electronic RFS Form.

R6. Monterey County and the cities of Salinas and Soledad promote their service request apps by prominently displaying information regarding their availability on the Public Works webpages, on other relevant pages of their websites, and through social media by 12/31/25.

Response R6: Agree

A link for instruction to download the mobile app as a method to submit a Public Works (PW) RFS was added to under the PW Request for Service (RFS) tab. PWFP will continue to work with the County Communications to promote the *Monterey County uConnect* App to PW Request for Service. For convenience, please see the link below:

https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/pw-request-for-service-rfs